

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL
CIRCUIT IN AND FOR BROWARD COUNTY,
FLORIDA**

FRANCISCA CANALES AND VANESSA VALENTIN,

Plaintiff(s),

v.

NATIONAL SPECIALTY INSURANCE COMPANY,

Defendant.

Case No.: CACE-22-015394 (14)

COMPLAINT FOR DAMAGES

COME NOW, the Plaintiffs, Francisca Canales and Vanessa Valentin, by and through the undersigned counsel, and hereby sue the Defendant, NATIONAL SPECIALTY INSURANCE COMPANY, for damages and in support thereof allege as follows:

JURISDICTION AND PARTIES

1. This is an action for damages under an insurance policy resulting from loss of property in a value in excess of \$30,000, exclusive of costs, interest and attorney's fees.
2. That at all times material hereto, the Plaintiffs are sui juris, were and are residing in Broward County, Florida and as such venue is proper.
3. The Defendant, NATIONAL SPECIALTY INSURANCE COMPANY, was and is a Florida corporation, by and through their officers, representatives and agents, who conducted business operations in the County of Broward, State of Florida for the purposes of selling homeowner insurance policies.

COMMON ALLEGATIONS

4. Plaintiff purchased from Defendant and maintained in full force and effect, by and through the payments of premiums, a certain insurance policy bearing policy number VUW-HO-659810 (the “Policy”).
5. A true and complete copy of the Policy is attached hereto as Exhibit “A” and incorporated herein by reference.
6. Such Policy was issued by the Defendant to the Plaintiff and provided insurance coverage for the Plaintiffs property located at 12420 NW 50th Place, Coral Springs, FL 33076 (hereinafter the “Premises”).
7. Pursuant to the Policy provisions, Defendant insured, subject to certain exclusions and conditions, the Plaintiff property located at the Premises.
8. On or about November 8, 2020, Tropical Storm Eta caused a covered loss and substantial damage to Plaintiff’s property which was covered under the policy of insurance issued by the Defendant which was at the time of the loss in full force and effect (hereinafter the “Loss”). The Defendant assigned claim number VEL22023870 to the Loss.
9. Plaintiff timely notified the Defendant of the Loss and has otherwise performed all conditions precedent to recover under the Policy and under the applicable Florida Statutes.
10. Defendant, despite having received and processed such claim, by means of a letter of denial sent to the Plaintiff, refused and continues to refuse to pay the Plaintiff claim. A true and correct copy of the letter of denial is attached hereto and incorporated herein as Exhibit “B”.
11. Plaintiff and/or Plaintiff’s representatives forwarded the Defendant an estimate of the damage incurred by the Plaintiff as a result of the loss. A true and correct copy of the estimate is attached hereto and incorporated herein as Exhibit “C”.

12. The Defendant failed to pay the Policy benefits owed to the Plaintiff under the terms of the Policy.

13. The Plaintiff, as a result of Defendant failure to comply with the terms of the policy has suffered damages.

14. Plaintiff has performed all conditions precedent to filing this action and/or any and all conditions precedent have been otherwise met or waived.

15. Plaintiff has complied with all post loss obligations set forth in the insurance policy as requested by Defendant.

16. Plaintiff, as a result of Defendant's refusal to honor the contractual obligations contained in the Policy, has been forced to retain the legal services of Benmeleh Law PA for the purposes of prosecuting the instant matter and such attorneys are entitled to a reasonable attorney's fees pursuant to §627.428 and §627.70152, Florida Statutes.

COUNT I
BREACH OF CONTRACT

17. Plaintiff re-alleges and re-assert the aforesaid Common Allegations and incorporates them herein.

18. The Defendant's denial of coverage and refusal to pay the full amount of the claim was contrary to the terms of the Policy and/or Florida law, and was a breach of said contract of insurance.

19. As a direct and proximate cause of the Defendant acts and/or omissions, Plaintiff has been damaged in an amount to be determined at trial.

20. That as a direct and proximate cause of the Defendant's refusal to pay the Plaintiff claim, the Plaintiff has been required to retain the legal services of Benmeleh Law PA for the purposes of prosecuting the instant matter and such attorneys are entitled to a reasonable attorney's fees pursuant to §627.428 and §627.70152, Florida Statutes.

WHEREFORE, the Plaintiff demands judgment against the Defendant, National Specialty Insurance Company for damages, including, but not limited to, damage to the Premises, loss of use, costs, interest as allowed by law, reasonable attorney's fees pursuant to §627.428 and §627.70152, Florida Statutes, a trial by jury of all issues triable as a matter of right by jury and such other relief as this Court deems just and proper.

DATED: October 14, 2022.

BENMELEH LAW PA
Attorneys for Plaintiffs
7292 NW 1st Court
Miami, FL 33150
jack@benmelehlaw.com - E-Mail
angelica@benmelehlaw.com
linda@benmelehlaw.com

By: /s/ Jack Benmeleh
JACK BENMELEH, Esq.
Florida Bar No.: 62179

EXHIBIT “A”



PO BOX 3036, Bigfork, MT 59911
 Customer Service: (844) 878-7529
 Report a Claim: (844) 878-2567

National Specialty Insurance Company
 Administered by:
 Velocity Risk Underwriters, LLC

INSURED COPY
 HOMEOWNERS
 RENEWAL BUSINESS

POLICY DECLARATION

Named Insured and Mailing Address:

Vanessa Valentin and Francisca Canales
 12420 Nw 50Th Pl
 Coral Springs, FL 33076

Location of Residence Premises:

Vanessa Valentin
 12420 Nw 50Th Pl, Coral Springs, FL 33076-3439

Declaration Effective: 05/01/2020

Date Issued: 03/12/2020

Policy Number: VUW-HO-659810

Policy Period: 05/01/2020 - 05/01/2021
 12:01 AM Standard Time at the
 Residence Premises

Agency: 4889

Agency Phone Number: (954) 871-1201

Agency Address: 6240 Coral Ridge Drive Ste 112
 Coral Springs, FL 33076

Policy Coverages

Section I - Property	Limit	Premium
Coverage A - Dwelling	\$365,600	\$1,924.05
Coverage B - Other Structures	\$7,312	\$0.00
Coverage C - Personal Property	\$73,120	\$0.00
Coverage D - Loss of Use	\$73,120	\$0.00
Section II - Liability	Limit	Premium
Coverage E - Personal Liability	\$300,000	\$56.33
Coverage F - Medical Payments to Others	\$5,000	\$10.00

Premium Summary

Description	Premium
Basic Coverages Premium	\$1,990.38
Attached Endorsements Premium	\$485.62
Scheduled Property Premium	\$0.00
Policy Fees and Surcharges	\$27.00
Total Non-Hurricane Premium	\$1,629.00
Total Hurricane Premium	\$847.00
Total Policy Premium	\$2,503.00

Deductibles (Applies to Section I Coverages Only)

All Other Perils: \$2,500

Hurricane Deductible:
 \$7,312 (2% of Coverage A)

The credit applied to your All Other Perils deductible from the Direct Repair Endorsement is = \$250

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INSURED COPY
 HOMEOWNERS
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Optional Coverages and Endorsements

Description	Limit	Deductible	Premium
Emergency Water Removal Services			\$0.00
Ordinance or Law Selection			\$0.00
Direct Repair Endorsement			\$0.00
Catastrophic Ground Cover Collapse			\$0.00
Premises Alarm or Fire Protection System			\$0.00
Limited Fungi, Mold, Wet or Dry Rot, or Bacteria Coverage	\$10,000 / \$50,000		\$0.00
Loss Assessment Coverage	\$5,000		\$15.00
Limited Screened Enclosure and Carport Coverage	\$10,000		\$238.17
Ordinance or Law Amount of Coverage	10%		\$0.00
Personal Injury	\$300,000		\$15.00
Personal Property Replacement Cost - Florida			\$192.45
Water Back Up and Sump Overflow	\$5,000	\$1,000	\$25.00

Rating Information

Description	Description
Usage: Primary	Miles To Fire Department: Within 1000 feet
Construction: Masonry	Responding Fire Department:
Protection Class: 1	Wind Speed: 120+
Year Built: 2000	Replacement Cost: \$365,506
Occupancy: Owner	County: Broward
Territory: 370	Opening Protection: A - Hurricane
Roof Age: 20	Terrain: C
Roof Type: Tile - Concrete	Wind-Borne Debris Region: Yes
Roof Geometry: Hip	Roof Wall: C - Single Wraps
Roof Cover: A/B - FBC Equivalent Roof	Secondary Water Resistant: B - No SWR
Roof Deck: C - 8d/6"/6"	

Policy Credits and Charges

Description	Premium
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Windstorm Mitigation	-\$2,873.25
Secured Community	-\$327.47
Age of Insured	-\$239.39
Financial Responsibility	-\$181.57
Burglar Protective Devices	-\$154.98
Fire Protective Devices	-\$96.98
Claim History	-\$80.82

Mortgagee(s)/Additional Interest(s)/Additional Insured(s)

1st Mortgagee
 Caliber Home Loans Inc Isaoa Atima
 Po Box 7731
 Springfield, OH 45501
 Loan #: 9793637498

Forms and Endorsements Applicable to This Policy

Form Number	Description
VRU HO PJ 012 02	Policy Jacket
OIR B1 1670 01 06	Checklist of Coverage
VRU HO EWR 012 01	Emergency Water Removal Services
OIR B1 1655 02 10	Notice of Premium Discounts for Hurricane Loss Mitigation
VRU HO OLS 012 01	Ordinance or Law Selection
VRU HO DON 012 01	Deductible Options Notice
CISIL NSIC PR 05 15	Policyholder Privacy Notice
HO 00 03 04 91	Homeowners 3 - Special Form
VRU HO DRF 012 01	Direct Repair Endorsement
VRU HO SP 012 03	Special Provisions
VRU HO CGC 012 02	Catastrophic Ground Cover Collapse
VRU HO PAS 012 01	Premises Alarm or Fire Protection System
VRU HO HDE 012 01	Hurricane Deductible Endorsement
VRU HO LFM 012 01	Limited Fungi, Mold, Wet or Dry Rot, or Bacteria Coverage
HO 04 35 04 91	Loss Assessment Coverage
VRU HO NDC 012 01	No Section II Day Care Coverage

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VRU HO LSE 012 01	Limited Screened Enclosure and Carport Coverage
VRU HO OL 012 01	Ordinance or Law Amount of Coverage
VRU HO PIN 012 01	Personal Injury
HO 23 86 01 06	Personal Property Replacement Cost - Florida
VRU HO WBU 012 01	Water Back Up and Sump Overflow

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.

LAW AND ORDINANCE: LAW AND ORDINANCE COVERAGE IS AN IMPORTANT COVERAGE THAT YOU MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR INSURANCE AGENT.

FLOOD INSURANCE: YOU MAY ALSO NEED TO CONSIDER THE PURCHASE OF FLOOD INSURANCE. YOUR HOMEOWNER'S INSURANCE POLICY DOES NOT INCLUDE COVERAGE FOR DAMAGE RESULTING FROM FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD INSURANCE COVERAGE, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.


A RATE ADJUSTMENT OF 0% SURCHARGE IS INCLUDED TO REFLECT THE BUILDING CODE

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ENFORCEMENT GRADE IN YOUR AREA. ADJUSTMENTS RANGE FROM 1.0%
SURCHARGE TO 12.0% CREDIT.

A RATE ADJUSTMENT OF 84.0% CREDIT IS INCLUDED TO REFLECT THE WINDSTORM
MITIGATION DEVICE CREDIT. THIS CREDIT APPLIES ONLY TO THE WIND PORTION OF
YOUR PREMIUM ADJUSTMENTS RANGE FROM 0% TO 89.0%.



Jen Kowalski

This replaces all previously issued Policy Declarations if any. The declaration pages together with all policy provisions and any other applicable endorsements complete your policy.

National Specialty Insurance Company

Administered by:

velocity
risk underwriters

Homeowners Policy (HO-3)

PO BOX 3036
Bigfork, MT 59911

CUSTOMER SERVICE: (844) 878-7529

TO REPORT A CLAIM, PLEASE CALL: (844) 878-2567

*****IMPORTANT NOTICE*****


THIS POLICY DOES NOT INCLUDE INSURANCE PROTECTION AGAINST FLOOD LOSSES. THIS COVERAGE IS AVAILABLE THROUGH AGENTS WHO WRITE FLOOD INSURANCE.

IF YOU SHOULD HAVE ANY QUESTIONS REGARDING THIS COVERAGE, PLEASE CONTACT YOUR AGENT.

This policy is issued on behalf of National Specialty Insurance Company and by acceptance of this policy, you agree that:

1. The statements in the application are your representations;
2. This policy is issued in reliance upon the truth of those representations; and
3. This policy embodies all agreements existing between you and National Specialty Insurance Company (administered by Velocity Risk Underwriters, LLC) and any of our Producers relating to this policy.

IN WITNESS WHEREOF: In consideration of your paid premium, the Company has caused this; policy to be executed and attested, but this policy shall not be valid unless countersigned by a duly authorized representative of the Company.



Matt Freeman
President, National Specialty Insurance Company

Checklist of Coverage

Policy Type: Homeowner's

(Indicate: Homeowner's, Condominium Unit Owner's, Tenant's, Dwelling, or Mobile Home Owner's)

The following checklist is for informational purposes only. Florida law prohibits this checklist from changing any of the provisions of the insurance contract which is the subject of this checklist. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops; appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or www.fldfs.com.

This form was adopted by the Florida Financial Services Commission.

Dwelling Structure Coverage (Place of Residence)	
Limit of Insurance: <u>\$365,600</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)
Other Structures Coverage (Detached from Dwelling)	
Limit of Insurance: <u>\$7,312</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)
Personal Property Coverage	
Limit of Insurance: <u>\$73,120</u>	Loss Settlement Basis: <u>Replacement Cost</u> (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc)
Deductibles	
Annual Hurricane: <u>\$7,312</u>	All Perils (Other Than Hurricane): <u>\$2,500</u>

Checklist of Coverage (continued)

The above Limit of Insurance, Deductibles, and Loss Settlement Basis apply to the following perils insured against: (items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)

Y	Fire or Lightning
Y	Hurricane
N	Flood (Including storm surge)
Y	Windstorm or Hail (other than hurricane)
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism or Malicious Mischief
Y	Theft
Y	Falling Objects
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
Y	Sudden and Accidental Tearing Apart, Cracking , Burning or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
Y	Volcanic Eruption
N	Sinkhole
Y	Any Other Peril Not Specifically Excluded (dwelling and other structures only)

Special limits and loss settlement exceptions may apply to certain items. Refer to your policy for details.

Loss of Use Coverage			
Coverage		Limit of Insurance	Time Limit
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)			
Y	Additional Living Expense	\$73,120	The shortest time required to repair or replace the damage.
Y	Fair Rental Value	\$73,120	The shortest time required to repair or replace such premises.
Y	Civil Authority Prohibits Use	\$73,120	No more than two weeks.

Property - Additional/Other Coverages				
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Debris Removal	\$365,600	Y	Y - Up to \$18,280
Y	Reasonable Repairs	\$365,600	Y	N
Y	Property Removed	\$73,120 Up to 30 Days	Y	N
Y	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$500	Y	N
Y	Loss Assessment	\$5,000	Y	Y
Y	Collapse	\$365,600	Y	N
Y	Glass or Safety Glazing Material	\$365,600	Y	N
Y	Landlord's Furnishings	\$2,500	Y	N
Y	Law and Ordinance	\$36,560	Y	N
N	Grave Markers	-	-	-
Y	Mold / Fungi	\$10,000	Y	N

Checklist of Coverage (continued)

Discounts		
(Items below marked Y (Yes) indicate discount IS applied, those marked N (No) indicate discount is NOT applied)		Dollar (\$) Amount of Discount
N	Accredited Builder Discount	-
Y	Burglar Protective Devices	\$154.98
Y	Fire Protective Devices	\$96.98
N	Water Protective Devices	-
Y	Secured Community	\$327.47
Y	Age of Insured	\$239.39
Y	Claim History	\$80.82
Y	Financial Responsibility	\$181.57
Y	Windstorm Loss Reduction	\$2,873.25
N	Building Code Effectiveness Grading Schedule	-

Insurer May Insert Any Other Property Coverage Below			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Loss Settlement Basis: (i.e.: Replacement Cost, Actual Cash Value, Stated Value, etc.)
Y	Hurricane Screened Enclosure Loss	\$10,000	\$10,000 Actual Cash Value
Y	Water Back Up	\$5,000	\$5,000 Replacement Cost

Personal Liability Coverage	
Limit of Insurance: \$300,000	
Medical Payments to Others Coverage	
Limit of Insurance: \$5,000	

Liability - Additional/Other Coverages			
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.
			Included Additional
Y	Claim Expenses		Y N
Y	First Aid Expenses		Y N
Y	Damage to Property of Others	\$500	Y N
Y	Loss Assessment	\$5,000	Y Y

Insurer May Insert Any Other Liability Coverage Below	
(Items below marked Y (Yes) indicate coverage IS included, those marked N (No) indicate coverage is NOT included)	Limit of Insurance
Y Personal Injury	\$300,000

Notice of Premium Discounts for Hurricane Loss Mitigation

*** Important Information ***

About Your Personal Residential Insurance Policy

Dear Homeowner,

Hurricanes have caused tens of billions of dollars in insured damages and predictions of more catastrophic hurricanes making landfall in Florida have triggered increases in insurance premiums to cover potential future losses. Enclosed is information regarding wind loss mitigation that will make your home more resistant to wind and help protect your family during a catastrophic event. In addition to reducing your hurricane wind premium by installing mitigation features, you may also reduce the likelihood of out of pocket expenses, such as your hurricane deductible, you may otherwise incur after a catastrophic event.

What factors are considered in establishing my premium?

Your location: The closer a home is to the coast, the more vulnerable it is to damage caused by hurricane winds. This makes the hurricane-wind premium higher than for similar homes in other areas of the state.

Your policy: Your insurance policy is divided into two premiums: one for damage caused by hurricane force winds (hurricane-wind) and one for all other damage (all perils), such as fire.

Your deductible: Under the law, you are allowed to choose a \$500, 2%, 5% or 10% deductible, depending on the actual value of your home. The larger your deductible, the lower your hurricane-wind premium. However, if you select a higher deductible your out-of-pocket expenses in the event of a hurricane claim will be higher.

Improvements to your home: The state requires insurance companies to offer discounts for protecting your home against damage caused by hurricane winds. Securing your roof so it doesn't blow off and protecting your windows from flying debris are the two most cost effective measures you can take to safeguard your home and reduce your hurricane-wind premium. These discounts apply only to the hurricane-wind portion of your policy.

The costs of the improvement projects vary. Homeowners should contact a licensed contractor for an estimate. You can find a Certified Contractor in your area by visiting the Florida Department of Business and Professional Regulation online at www.myfloridalicense.com.

Your maximum discount: Discounts are not calculated cumulatively. The total discount is not the sum of the individual discounts. Instead, when one discount is applied, other discounts are reduced until you reach your maximum discount of 89% .

How can I take advantage of the discounts?

Homeowners will need a qualified inspector such as a general, building, or residential contractor licensed under Section 489.111, Florida Statutes, or a professional engineer licensed under Section 471.015, Florida Statutes, who has passed the appropriate equivalency test of the Building Code training program as required by Section 553.841, Florida Statutes, or a professional architect licensed under Section 481.213, Florida Statutes, or a building code inspector certified under Section 468.607, to inspect the home to identify potential mitigation measures and verify improvements. For a listing of individuals and/or inspection companies meeting these qualifications contact your insurance agent or insurance company.

The following is an example of how much you can reduce your insurance premium if you have mitigating features on your home. The example is based on your hurricane-wind premium* of \$847 which is part of your total annual premium of \$2,503. Remember, the discounts shown only apply to the hurricane-wind portion of the premium and the discounts for the construction techniques and features listed below are not cumulative.

*Wind mitigation credits apply to that portion of your premium that covers the peril of wind, whether or not a hurricane exists.

Homes built prior to the 2001 building code

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is Reduced by:
<u>Roof Covering (i.e., shingles or tiles)</u> <ul style="list-style-type: none"> Meets the Florida Building Code. 	84%	\$2,801
<ul style="list-style-type: none"> Reinforced Concrete Roof Deck. (If this feature is installed on your home you most likely will not qualify for any other discount.) 	88%	\$2,934
<u>How Your Roof is Attached</u> <ul style="list-style-type: none"> Using a 2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood. 	78%	\$2,601
<ul style="list-style-type: none"> Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 12" in the field of the plywood. 	84%	\$2,801
<ul style="list-style-type: none"> Using a 2 1/2" nail spaced at 6" from the edge of the plywood and 6" in the field of the plywood. 	84%	\$2,801

<u>Roof-to-Wall Connection</u> <ul style="list-style-type: none"> Using "Toe Nails" - defined as three nails driven at an angle through the rafter and into the top roof. Using Clips - defined as pieces of metal that are nailed into the side of the rafter/truss and into the side of the top plate or wall stud. Using Single Wraps - a single strap that is attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. Using Double Wraps - straps are attached to the side and/or bottom of the top plate and are nailed to the rafter/truss. 	<p>76%</p> <p>84%</p> <p>84%</p> <p>84%</p>	<p>\$2,534</p> <p>\$2,801</p> <p>\$2,801</p> <p>\$2,801</p>
<u>Roof Shape</u> <ul style="list-style-type: none"> Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid). Other. 	<p>84%</p> <p>82%</p>	<p>\$2,801</p> <p>\$2,734</p>
<u>Secondary Water Resistance (SWR)</u> <ul style="list-style-type: none"> SWR - defined as a layer of protection between the shingles and the plywood underneath that protects the building if the shingles blow off. No SWR. 	<p>86%</p> <p>84%</p>	<p>\$2,868</p> <p>\$2,801</p>
<u>Shutters</u> <ul style="list-style-type: none"> None. Intermediate Type -shutters that are strong enough to meet half the old Miami-Dade building code standards. Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	<p>72%</p> <p>83%</p> <p>84%</p>	<p>\$2,401</p> <p>\$2,768</p> <p>\$2,801</p>

* Estimate is based on information currently on file and the actual amount may vary.

Homes built under the 2001 building code or later

Description of Feature	Estimated* Premium Discount Percent	Estimated* Annual Premium (\$) is <u>Reduced</u> by:
Homes built under the 2001 Florida Building Code or later edition (also including the 1994 South Florida Building Code for homes in Miami-Dade and Broward Counties) are eligible for a minimum 68% discount on the hurricane-wind portion of your premium. You may be eligible for greater discount if other mitigation features are installed on your home.	n/a	n/a
<u>Shutters</u> <ul style="list-style-type: none"> • None. • Intermediate Type -shutters that are strong enough to meet half the old Miami-Dade building code standards. • Hurricane Protection Type -- shutters that are strong enough to meet the current Miami-Dade building code standards. 	n/a n/a n/a	n/a n/a n/a
<u>Roof Shape</u> <ul style="list-style-type: none"> • Hip Roof - defined as your roof sloping down to meet all your outside walls (like a pyramid). • Other. 	n/a n/a	n/a n/a

* Estimate is based on information currently on file and the actual amount may vary.

Alternately and regardless of the year of construction, if you meet the minimum fixture and construction requirements of the 2001 Florida Building Code you have the option to reduce your hurricane-wind deductible from 2% of Coverage A to 10% of Coverage A.

If you have further questions about the construction techniques and features or other construction techniques and features that could result in a discount, please contact your insurance agent or the insurance company at (844) 878-7529.

HOMEOWNERS
VRU HO OLS 012 01

ORDINANCE OR LAW COVERAGE Notification Form

Florida Law requires insurers to provide Ordinance or Law coverage on all Homeowners policies unless the insured rejects this coverage. You have the option to select Ordinance or Law coverage limits of 10%, 25% or 50% of Coverage A displayed on your declaration page.

Ordinance or Law coverage extends coverage to increases in the cost of construction, repair or demolition of your dwelling or other structures on your premises that result from enforcement of ordinances, laws or building codes.

If you are interested in changing your coverage, return this signed form to your insurance agent whose name, address and telephone number appear on the policy declaration page. If no selection is made, the amount of Ordinance or Law coverage listed in the policy Declarations will continue to be the coverage amount for this policy. If this policy currently excludes Ordinance or Law coverage and no selection is made, the policy will continue to exclude Ordinance or Law coverage.

Please read the four options below, check the statement that matches your coverage selection and sign your name where noted.

- ☐ I wish to select 10% Ordinance or Law coverage limit and I reject the limits of 0%, 25%, and 50%.
- ☐ I wish to select 25% Ordinance or Law coverage limit and I reject the limits of 0%, 10%, and 50%.
- ☐ I wish to select 50% Ordinance or Law coverage limit and I reject limits of 0%, 10%, and 25%.
- ☐ I reject Ordinance or Law coverage at the 10% limit, the 25% limit and the 50% limit. I acknowledge that I will not have any Ordinance or Law coverage.

Insured Signature: _____ Date: _____

Policy Number: _____

**HOMEOWNERS
VRU HO DON 012 01**

DEDUCTIBLE OPTIONS NOTICE

Florida Law requires us to notify you of your right to choose a deductible for the peril of windstorm during a hurricane. The available hurricane deductibles are as follows:

- \$500 Flat Deductible
- 1% Deductible
- 2% Deductible
- 3% Deductible
- 5% Deductible
- 10% Deductible

All percentages refer to the percent of the Dwelling Coverage value shown on the declarations page. For example: If you choose the 2% deductible and your dwelling coverage is \$150,000, you will have a \$3,000 deductible for any loss caused by windstorm during a hurricane. Some hurricane deductibles may not be available due to the value of your dwelling. If you select a lower hurricane deductible when a hurricane loss has already occurred under our policy or under one in our company group during that calendar year, the lower deductible will not take effect until January 1 of the following calendar year.

Florida Law also requires us to notify you of the availability of a \$500 deductible applicable to losses from perils other than hurricane.

Your policy declaration page reflects your current hurricane deductible and other perils deductible. If you wish to change either of your deductibles, please call your agent listed on the declaration page. In the event that no affirmative selection is made, we will continue to apply the Hurricane Deductible listed on your Declarations Page. If no affirmative selection is made at new business, the default deductible is 2%.

National Specialty Insurance Company

Policy Holder Privacy Statement

As a policyholder of National Specialty Insurance Company, you may remember that you purchased your National Specialty Insurance Company policy from an insurance agent. Please understand that the agent from whom you purchased your National Specialty Insurance Company policy is not affiliated with National Specialty Insurance Company, but rather is a separate legal entity. In the process of purchasing your National Specialty Insurance Company policy, you have provided your insurance agent with information, which may include nonpublic personal information, about yourself. You did not provide any such information directly to National Specialty Insurance Company, but on occasion we may receive such information from your insurance agent. This statement is intended to explain and disclose National Specialty Insurance Company's policies and practices regarding the collection, disclosure and protection of such information.

National Specialty Insurance Company will provide customers like yourself with a copy of our privacy policy at the beginning of our relationship and annually thereafter, unless and until our relationship ends. As our products and services continue to evolve, it may be necessary to review and revise our privacy policies, in which case we will provide you with an updated privacy notice.

I. Financial Information Collected.

During the ordinary course of our business, National Specialty Insurance Company may – as explained above – collect information about you from the following sources:

- Information the insurance agent receives from you on applications or other forms;
- Information about your transactions (including claims) with us, our affiliates and others; and
- Information we receive from other agents, brokers, administrators, insurance support agencies, legal counsel, consumer reporting agencies and government reporting agencies.

II. Financial Information Disclosed.

We do not disclose any information about our customers or former customers to anyone, except as permitted by law to service your business.

III. Parties To Whom Information is Disclosed.

We do not disclose any information about our customers or former customers to anyone, except as permitted by law to service your business.

IV. Confidentiality and Security of Information.

We restrict access to information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your information.

V. Access to and Correction of Your Information.

You may write to us if you have any questions about the information that we may have in our records about you. We will respond within 30 business days from the date such request is received to your inquiry. If you wish, you may review this information in person or receive a copy at a reasonable charge. You can notify us in writing if you believe any information should be corrected, amended, or deleted and we will review your request. We will either make the requested change or explain why we did not do so. If we do not make the requested change, you may submit a short written statement identifying the disputed information, which will be included in all future disclosures of your information.

We value your business. This statement is for your information. No response is necessary.

**HOMEOWNERS
HO 00 03 04 91**

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HOMEOWNERS 3 SPECIAL FORM

AGREEMENT

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

DEFINITIONS

In this policy, "you" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household. "We," "us" and "our" refer to the Company providing this insurance. In addition, certain words and phrases are defined as follows:

1. "Bodily injury" means bodily harm, sickness or disease, including required care, loss of services and death that results.
2. "Business" includes trade, profession or occupation.
3. "Insured" means you and residents of your household who are:
 - a. Your relatives; or
 - b. Other persons under the age of 21 and in the care of any person named above.

Under Section II, "insured" also means:

- c. With respect to animals or watercraft to which this policy applies, any person or organization legally responsible for these animals or watercraft which are owned by you or any person included in 3.a. or 3.b. above. A person or organization using or having custody of these animals or watercraft in the course of any "business" or without consent of the owner is not an "insured";
- d. With respect to any vehicle to which this policy applies:
 - (1) Persons while engaged in your employ or that of any person included in 3.a. or 3.b. above; or
 - (2) Other persons using the vehicle on an "insured location" with your consent.
4. "Insured location" means:
 - a. The "residence premises";
 - b. The part of other premises, other structures and grounds used by you as a residence and:
 - (1) Which is shown in the Declarations; or
 - (2) Which is acquired by you during the policy period for your use as a residence;

- c. Any premises used by you in connection with a premises in 4.a. and 4.b. above;
- d. Any part of a premises:
 - (1) Not owned by an "insured"; and
 - (2) Where an "insured" is temporarily residing;
- e. Vacant land, other than farm land, owned by or rented to an "insured";
- f. Land owned by or rented to an "insured" on which a one or two family dwelling is being built as a residence for an "insured";
- g. Individual or family cemetery plots or burial vaults of an "insured"; or
- h. Any part of a premises occasionally rented to an "insured" for other than "business" use.
5. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
 - a. "Bodily injury"; or
 - b. "Property damage."
6. "Property damage" means physical injury to, destruction of, or loss of use of tangible property.
7. "Residence employee" means:
 - a. An employee of an "insured" whose duties are related to the maintenance or use of the "residence premises," including household or domestic services; or
 - b. One who performs similar duties elsewhere not related to the "business" of an "insured."
8. "Residence premises" means:
 - a. The one family dwelling, other structures, and grounds; or
 - b. That part of any other building;

where you reside and which is shown as the "residence premises" in the Declarations.

"Residence premises" also means a two family dwelling where you reside in at least one of the family units and which is shown as the "residence premises" in the Declarations.

SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

We cover:

1. The dwelling on the "residence premises" shown in the Declarations, including structures attached to the dwelling; and
2. Materials and supplies located on or next to the "residence premises" used to construct, alter or repair the dwelling or other structures on the "residence premises."

This coverage does not apply to land, including land on which the dwelling is located.

COVERAGE B – Other Structures

We cover other structures on the "residence premises" set apart from the dwelling by clear space. This includes structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover other structures:

1. Used in whole or in part for "business"; or
2. Rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage.

The limit of liability for this coverage will not be more than 10% of the limit of liability that applies to Coverage A. Use of this coverage does not reduce the Coverage A limit of liability.

COVERAGE C – Personal Property

We cover personal property owned or used by an "insured" while it is anywhere in the world. At your request, we will cover personal property owned by:

1. Others while the property is on the part of the "residence premises" occupied by an "insured";
2. A guest or a "residence employee," while the property is in any residence occupied by an "insured."

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises," is 10% of the limit of liability for Coverage C, or \$1000, whichever is greater. Personal property in a newly acquired principal residence is not subject to this limitation for the 30 days from the time you begin to move the property there.

Special Limits of Liability. These limits do not increase the Coverage C limit of liability. The special limit for each numbered category below is the total limit for each loss for all property in that category.

1. \$200 on money, bank notes, bullion, gold other than goldware, silver other than silverware, platinum, coins and medals.

2. \$1000 on securities, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, personal records, passports, tickets and stamps. This dollar limit applies to these categories regardless of the medium (such as paper or computer software) on which the material exists.

This limit includes the cost to research, replace or restore the information from the lost or damaged material.

3. \$1000 on watercraft, including their trailers, furnishings, equipment and outboard engines or motors.

4. \$1000 on trailers not used with watercraft.

5. \$1000 for loss by theft of jewelry, watches, furs, precious and semi-precious stones.

6. \$2000 for loss by theft of firearms.

7. \$2500 for loss by theft of silverware, silver-plated ware, goldware, gold-plated ware and pewterware. This includes flatware, hollowware, tea sets, trays and trophies made of or including silver, gold or pewter.

8. \$2500 on property, on the "residence premises," used at any time or in any manner for any "business" purpose.

9. \$250 on property, away from the "residence premises," used at any time or in any manner for any "business" purpose. However, this limit does not apply to loss to adaptable electronic apparatus as described in Special Limits 10. and 11. below.

10. \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:

- a. Accessories or antennas; or
- b. Tapes, wires, records, discs or other media; for use with any electronic apparatus.

11. \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:

- a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
- b. Is away from the "residence premises"; and
- c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media; for use with any electronic apparatus.

Property Not Covered. We do not cover:

1. Articles separately described and specifically insured in this or other insurance;
2. Animals, birds or fish;
3. Motor vehicles or all other motorized land conveyances. This includes:
 - a. Their equipment and accessories; or
 - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
 - (1) Accessories or antennas; or
 - (2) Tapes, wires, records, discs or other media; for use with any electronic apparatus.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to motor vehicle registration which are:

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;
4. Aircraft and parts. Aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;
5. Property of roomers, boarders and other tenants, except property of roomers and boarders related to an "insured";
6. Property in an apartment regularly rented or held for rental to others by an "insured," except as provided in Additional Coverages 10.;
7. Property rented or held for rental to others off the "residence premises";

8. "Business" data, including such data stored in:

- a. Books of account, drawings or other paper records; or
- b. Electronic data processing tapes, wires, records, discs or other software media;

However, we do cover the cost of blank recording or storage media, and of pre-recorded computer programs available on the retail market; or

9. Credit cards or fund transfer cards except as provided in Additional Coverages 6.

COVERAGE D – Loss Of Use

The limit of liability for Coverage D is the total limit for all the coverages that follow.

1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover, at your choice, either of the following. However, if the "residence premises" is not your principal place of residence, we will not provide the option under paragraph b. below.

- a. **Additional Living Expense**, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living; or
- b. **Fair Rental Value**, meaning the fair rental value of that part of the "residence premises" where you reside less any expenses that do not continue while the premises is not fit to live in.

Payment under a. or b. will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere.

2. If a loss covered under this Section makes that part of the "residence premises" rented to others or held for rental by you not fit to live in, we cover the:

Fair Rental Value, meaning the fair rental value of that part of the "residence premises" rented to others or held for rental by you less any expenses that do not continue while the premises is not fit to live in.

Payment will be for the shortest time required to repair or replace that part of the premises rented or held for rental.

3. If a civil authority prohibits you from use of the "residence premises" as a result of direct damage to neighboring premises by a Peril Insured Against in this policy, we cover the Additional Living Expense and Fair Rental Value loss as provided under 1. and 2. above for no more than two weeks.

The periods of time under 1., 2. and 3. above are not limited by expiration of this policy.

We do not cover loss or expense due to cancellation of a lease or agreement.

ADDITIONAL COVERAGES

1. Debris Removal. We will pay your reasonable expense for the removal of:

- a. Debris of covered property if a Peril Insured Against that applies to the damaged property causes the loss; or
- b. Ash, dust or particles from a volcanic eruption that has caused direct loss to a building or property contained in a building.

This expense is included in the limit of liability that applies to the damaged property. If the amount to be paid for the actual damage to the property plus the debris removal expense is more than the limit of liability for the damaged property, an additional 5% of that limit of liability is available for debris removal expense.

We will also pay your reasonable expense, up to \$500, for the removal from the "residence premises" of:

- a. Your tree(s) felled by the peril of Windstorm or Hail;
- b. Your tree(s) felled by the peril of Weight of Ice, Snow or Sleet; or
- c. A neighbor's tree(s) felled by a Peril Insured Against under Coverage C;

provided the tree(s) damages a covered structure. The \$500 limit is the most we will pay in any one loss regardless of the number of fallen trees.

2. Reasonable Repairs. In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable cost incurred by you for necessary measures taken solely to protect against further damage. If the measures taken involve repair to other damaged property, we will pay for those measures only if that property is covered under this policy and the damage to that property is caused by an applicable Peril Insured Against.

This coverage:

- a. Does not increase the limit of liability that applies to the covered property;
- b. Does not relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I – CONDITION 2.d.

3. Trees, Shrubs and Other Plants. We cover trees, shrubs, plants or lawns, on the "residence premises," for loss caused by the following Perils Insured Against: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles not owned or operated by a resident of the "residence premises," Vandalism or malicious mischief or Theft.

We will pay up to 5% of the limit of liability that applies to the dwelling for all trees, shrubs, plants or lawns. No more than \$500 of this limit will be available for any one tree, shrub or plant. We do not cover property grown for "business" purposes.

This coverage is additional insurance.

4. Fire Department Service Charge. We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges incurred when the fire department is called to save or protect covered property from a Peril Insured Against. We do not cover fire department service charges if the property is located within the limits of the city, municipality or protection district furnishing the fire department response.

This coverage is additional insurance. No deductible applies to this coverage.

5. Property Removed. We insure covered property against direct loss from any cause while being removed from a premises endangered by a Peril Insured Against and for no more than 30 days while removed. This coverage does not change the limit of liability that applies to the property being removed.

6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money.

We will pay up to \$500 for:

- a. The legal obligation of an "insured" to pay because of the theft or unauthorized use of credit cards issued to or registered in an "insured's" name;
- b. Loss resulting from theft or unauthorized use of a fund transfer card used for deposit, withdrawal or transfer of funds, issued to or registered in an "insured's" name;
- c. Loss to an "insured" caused by forgery or alteration of any check or negotiable instrument; and
- d. Loss to an "insured" through acceptance in good faith of counterfeit United States or Canadian paper currency.

We do not cover use of a credit card or fund transfer card:

- a. By a resident of your household;
- b. By a person who has been entrusted with either type of card; or
- c. If an "insured" has not complied with all terms and conditions under which the cards are issued.

All loss resulting from a series of acts committed by any one person or in which any one person is concerned or implicated is considered to be one loss.

We do not cover loss arising out of "business" use or dishonesty of an "insured."

This coverage is additional insurance. No deductible applies to this coverage.

Defense:

- a. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to defend a claim or suit ends when the amount we pay for the loss equals our limit of liability.
- b. If a suit is brought against an "insured" for liability under the Credit Card or Fund Transfer Card coverage, we will provide a defense at our expense by counsel of our choice.
- c. We have the option to defend at our expense an "insured" or an "insured's" bank against any suit for the enforcement of payment under the Forgery coverage.

7. **Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of direct loss to the property, owned by all members collectively, caused by a Peril Insured Against under COVERAGE A – DWELLING, other than earthquake or land shock waves or tremors before, during or after a volcanic eruption.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

The limit of \$1000 is the most we will pay with respect to any one loss, regardless of the number of assessments.

Condition 1. Policy Period, under SECTIONS I AND II CONDITIONS, does not apply to this coverage.

8. **Collapse.** We insure for direct physical loss to covered property involving collapse of a building or any part of a building caused only by one or more of the following:

- a. Perils Insured Against in COVERAGE C – PERSONAL PROPERTY. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of contents, equipment, animals or people;
- e. Weight of rain which collects on a roof; or
- f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b., c., d., e., and f. unless the loss is a direct result of the collapse of a building.

Collapse does not include settling, cracking, shrinking, bulging or expansion.

This coverage does not increase the limit of liability applying to the damaged covered property.

9. **Glass or Safety Glazing Material.**

We cover:

- a. The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- b. Damage to covered property by glass or safety glazing material which is part of a building, storm door or storm window.

This coverage does not include loss on the "residence premises" if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant.

Loss for damage to glass will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

This coverage does not increase the limit of liability that applies to the damaged property.

10. Landlord's Furnishings. We will pay up to \$2500 for your appliances, carpeting and other household furnishings, in an apartment on the "residence premises" regularly rented or held for rental to others by an "insured," for loss caused only by the following Perils Insured Against:

a. Fire or lightning.

b. Windstorm or hail.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

c. Explosion.

d. Riot or civil commotion.

e. Aircraft, including self-propelled missiles and spacecraft.

f. Vehicles.

g. Smoke, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

h. Vandalism or malicious mischief.

i. Falling objects.

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

j. Weight of ice, snow or sleet which causes damage to property contained in a building.

k. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in the peril of freezing below; or
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

l. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

m. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

- (1) Maintain heat in the building; or
- (2) Shut off the water supply and drain the system and appliances of water.

n. Sudden and accidental damage from artificially generated electrical current.

This peril does not include loss to a tube, transistor or similar electronic component.

o. Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

The \$2500 limit is the most we will pay in any one loss regardless of the number of appliances, carpeting or other household furnishings involved in the loss.

SECTION I – PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

We insure against risk of direct loss to property described in Coverages A and B only if that loss is a physical loss to property. We do not insure, however, for loss:

1. Involving collapse, other than as provided in Additional Coverage 8.;
2. Caused by:

- a. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion applies only while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:
 - (1) Maintain heat in the building; or
 - (2) Shut off the water supply and drain the system and appliances of water;
- b. Freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a:
 - (1) Fence, pavement, patio or swimming pool;
 - (2) Foundation, retaining wall, or bulkhead; or
 - (3) Pier, wharf or dock;
- c. Theft in or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied;
- d. Vandalism and malicious mischief if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;
- e. Any of the following:
 - (1) Wear and tear, marring, deterioration;
 - (2) Inherent vice, latent defect, mechanical breakdown;
 - (3) Smog, rust or other corrosion, mold, wet or dry rot;
 - (4) Smoke from agricultural smudging or industrial operations;
 - (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release or escape is itself caused by a Peril Insured Against under Coverage C of this policy.
 Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed;
 - (6) Settling, shrinking, bulging or expansion, including resultant cracking, of pavements, patios, foundations, walls, floors, roofs or ceilings;
 - (7) Birds, vermin, rodents, or insects; or
 - (8) Animals owned or kept by an "insured."

If any of these cause water damage not otherwise excluded, from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we cover loss caused by the water including the cost of tearing out and replacing any part of a building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which this water escaped.

3. Excluded under Section I – Exclusions.

Under items 1. and 2., any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

COVERAGE C – PERSONAL PROPERTY

We insure for direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in SECTION I – EXCLUSIONS.

1. Fire or lightning.

2. Windstorm or hail.

This peril does not include loss to the property contained in a building caused by rain, snow, sleet, sand or dust unless the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft and their trailers, furnishings, equipment, and outboard engines or motors, only while inside a fully enclosed building.

3. Explosion.

4. Riot or civil commotion.

5. Aircraft, including self-propelled missiles and spacecraft.

6. Vehicles.

7. Smoke, meaning sudden and accidental damage from smoke.

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. Vandalism or malicious mischief.

9. Theft, including attempted theft and loss of property from a known place when it is likely that the property has been stolen.

This peril does not include loss caused by theft:

a. Committed by an "insured";

b. In or to a dwelling under construction, or of materials and supplies for use in the construction until the dwelling is finished and occupied; or

- c. From that part of a "residence premises" rented by an "insured" to other than an "insured."

This peril does not include loss caused by theft that occurs off the "residence premises" of:

- a. Property while at any other residence owned by, rented to, or occupied by an "insured," except while an "insured" is temporarily living there. Property of a student who is an "insured" is covered while at a residence away from home if the student has been there at any time during the 45 days immediately before the loss;
- b. Watercraft, and their furnishings, equipment and outboard engines or motors; or
- c. Trailers and campers.

10. Falling objects.

This peril does not include loss to property contained in a building unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.

11. Weight of ice, snow or sleet which causes damage to property contained in a building.

12. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- a. To the system or appliance from which the water or steam escaped;

- b. Caused by or resulting from freezing except as provided in the peril of freezing below; or

- c. On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

In this peril, a plumbing system does not include a sump, sump pump or related equipment.

13. Sudden and accidental tearing apart, cracking, burning or bulging of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

We do not cover loss caused by or resulting from freezing under this peril.

14. Freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance.

This peril does not include loss on the "residence premises" while the dwelling is unoccupied, unless you have used reasonable care to:

- a. Maintain heat in the building; or
- b. Shut off the water supply and drain the system and appliances of water.

15. Sudden and accidental damage from artificially generated electrical current.

This peril does not include loss to a tube, transistor or similar electronic component.

16. Volcanic eruption other than loss caused by earthquake, land shock waves or tremors.

SECTION I – EXCLUSIONS

1. We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

- a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair, or demolition of a building or other structure, unless specifically provided under this policy.

- b. **Earth Movement**, meaning earthquake including land shock waves or tremors before, during or after a volcanic eruption; landslide; mine subsidence; mudflow; earth sinking, rising or shifting; unless direct loss by:

- (1) Fire;
- (2) Explosion; or

- (3) Breakage of glass or safety glazing material which is part of a building, storm door or storm window;

ensues and then we will pay only for the ensuing loss.

This exclusion does not apply to loss by theft.

- c. **Water Damage**, meaning:

- (1) Flood, surface water, waves, tidal water, overflow of a body of water, or spray from any of these, whether or not driven by wind;
- (2) Water which backs up through sewers or drains or which overflows from a sump; or

- (3) Water below the surface of the ground, including water which exerts pressure on or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

Direct loss by fire, explosion or theft resulting from water damage is covered.

- d. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises." But, if a Peril Insured Against ensues on the "residence premises," we will pay only for that ensuing loss.
- e. **Neglect**, meaning neglect of the "insured" to use all reasonable means to save and preserve property at and after the time of a loss.
- f. **War**, including the following and any consequence of any of the following:
- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
 - (2) Warlike act by a military force or military personnel; or
 - (3) Destruction, seizure or use for a military purpose.
- Discharge of a nuclear weapon will be deemed a warlike act even if accidental.
- g. **Nuclear Hazard**, to the extent set forth in the Nuclear Hazard Clause of SECTION I – CONDITIONS.

- h. **Intentional Loss**, meaning any loss arising out of any act committed:

- (1) By or at the direction of an "insured"; and
- (2) With the intent to cause a loss.

2. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

- a. **Weather conditions**. However, this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss;
- b. **Acts or decisions**, including the failure to act or decide, of any person, group, organization or governmental body;
- c. **Faulty, inadequate or defective**:
- (1) Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;
- of part or all of any property whether on or off the "residence premises."

SECTION I – CONDITIONS

1. **Insurable Interest and Limit of Liability**. Even if more than one person has an insurable interest in the property covered, we will not be liable in any one loss:
- a. To the "insured" for more than the amount of the "insured's" interest at the time of loss; or
 - b. For more than the applicable limit of liability.
2. **Your Duties After Loss**. In case of a loss to covered property, you must see that the following are done:
- a. Give prompt notice to us or our agent;
 - b. Notify the police in case of loss by theft;
 - c. Notify the credit card or fund transfer card company in case of loss under Credit Card or Fund Transfer Card coverage;
 - d. Protect the property from further damage. If repairs to the property are required, you must:

- (1) Make reasonable and necessary repairs to protect the property; and
 - (2) Keep an accurate record of repair expenses;
- e. Prepare an inventory of damaged personal property showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- f. As often as we reasonably require:
- (1) Show the damaged property;
 - (2) Provide us with records and documents we request and permit us to make copies; and
 - (3) Submit to examination under oath, while not in the presence of any other "insured," and sign the same;

g. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) The time and cause of loss;
- (2) The interest of the "insured" and all others in the property involved and all liens on the property;
- (3) Other insurance which may cover the loss;
- (4) Changes in title or occupancy of the property during the term of the policy;
- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged personal property described in 2.e. above;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) Evidence or affidavit that supports a claim under the Credit Card, Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.

3. Loss Settlement. Covered property losses are settled as follows:

a. Property of the following types:

- (1) Personal property;
 - (2) Awnings, carpeting, household appliances, outdoor antennas and outdoor equipment, whether or not attached to buildings; and
 - (3) Structures that are not buildings;
- at actual cash value at the time of loss but not more than the amount required to repair or replace.

b. Buildings under Coverage A or B at replacement cost without deduction for depreciation, subject to the following:

- (1) If, at the time of loss, the amount of insurance in this policy on the damaged building is 80% or more of the full replacement cost of the building immediately before the loss, we will pay the cost to repair or replace, after application of deductible and without deduction for depreciation, but not more than the least of the following amounts:
 - (a) The limit of liability under this policy that applies to the building;
 - (b) The replacement cost of that part of the building damaged for like construction and use on the same premises; or

(c) The necessary amount actually spent to repair or replace the damaged building.

- (2) If, at the time of loss, the amount of insurance in this policy on the damaged building is less than 80% of the full replacement cost of the building immediately before the loss, we will pay the greater of the following amounts, but not more than the limit of liability under this policy that applies to the building:

(a) The actual cash value of that part of the building damaged; or

(b) That proportion of the cost to repair or replace, after application of deductible and without deduction for depreciation, that part of the building damaged, which the total amount of insurance in this policy on the damaged building bears to 80% of the replacement cost of the building.

- (3) To determine the amount of insurance required to equal 80% of the full replacement cost of the building immediately before the loss, do not include the value of:

(a) Excavations, foundations, piers or any supports which are below the undersurface of the lowest basement floor;

(b) Those supports in (a) above which are below the surface of the ground inside the foundation walls, if there is no basement; and

(c) Underground flues, pipes, wiring and drains.

- (4) We will pay no more than the actual cash value of the damage until actual repair or replacement is complete. Once actual repair or replacement is complete, we will settle the loss according to the provisions of b.(1) and b.(2) above.

However, if the cost to repair or replace the damage is both:

(a) Less than 5% of the amount of insurance in this policy on the building; and

(b) Less than \$2500;

we will settle the loss according to the provisions of b.(1) and b.(2) above whether or not actual repair or replacement is complete.

- (5) You may disregard the replacement cost loss settlement provisions and make claim under this policy for loss or damage to buildings on an actual cash value basis. You may then make claim within 180 days after loss for any additional liability according to the provisions of this Condition 3. Loss Settlement.
4. **Loss to a Pair or Set.** In case of loss to a pair or set we may elect to:
- Repair or replace any part to restore the pair or set to its value before the loss; or
 - Pay the difference between actual cash value of the property before and after the loss.
5. **Glass Replacement.** Loss for damage to glass caused by a Peril Insured Against will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.
6. **Appraisal.** If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss.
- Each party will:
- Pay its own appraiser; and
 - Bear the other expenses of the appraisal and umpire equally.
7. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only the proportion of the loss that the limit of liability that applies under this policy bears to the total amount of insurance covering the loss.
8. **Suit Against Us.** No action can be brought unless the policy provisions have been complied with and the action is started within one year after the date of loss.
9. **Our Option.** If we give you written notice within 30 days after we receive your signed, sworn proof of loss, we may repair or replace any part of the damaged property with like property.

10. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:

- Reach an agreement with you;
- There is an entry of a final judgment; or
- There is a filing of an appraisal award with us.

11. **Abandonment of Property.** We need not accept any property abandoned by an "insured."

12. **Mortgage Clause.**

The word "mortgagee" includes trustee.

If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

If we deny your claim, that denial will not apply to a valid claim of the mortgagee, if the mortgagee:

- Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
- Pays any premium due under this policy on demand if you have neglected to pay the premium; and
- Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.

If we decide to cancel or not to renew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.

If we pay the mortgagee for any loss and deny payment to you:

- We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
- At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.

Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.

13. No Benefit to Bailee. We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

14. Nuclear Hazard Clause.

- a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against in Section I.

- c. This policy does not apply under Section I to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

15. Recovered Property. If you or we recover any property for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the property will be returned to or retained by you or it will become our property. If the recovered property is returned to or retained by you, the loss payment will be adjusted based on the amount you received for the recovered property.

16. Volcanic Eruption Period. One or more volcanic eruptions that occur within a 72-hour period will be considered as one volcanic eruption.

SECTION II – LIABILITY COVERAGES

COVERAGE E – Personal Liability

If a claim is made or a suit is brought against an "insured" for damages because of "bodily injury" or "property damage" caused by an "occurrence" to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which the "insured" is legally liable. Damages include prejudgment interest awarded against the "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when the amount we pay for damages resulting from the "occurrence" equals our limit of liability.

COVERAGE F – Medical Payments To Others

We will pay the necessary medical expenses that are incurred or medically ascertained within three years from the date of an accident causing "bodily injury." Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to you or regular residents of your household except "residence employees." As to others, this coverage applies only:

1. To a person on the "insured location" with the permission of an "insured"; or
2. To a person off the "insured location," if the "bodily injury":
 - a. Arises out of a condition on the "insured location" or the ways immediately adjoining;
 - b. Is caused by the activities of an "insured";
 - c. Is caused by a "residence employee" in the course of the "residence employee's" employment by an "insured"; or
 - d. Is caused by an animal owned by or in the care of an "insured."

SECTION II – EXCLUSIONS

1. Coverage E – Personal Liability and Coverage F – Medical Payments to Others do not apply to "bodily injury" or "property damage":

- a. Which is expected or intended by the "insured";

- b. Arising out of or in connection with a "business" engaged in by an "insured." This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business";

c. Arising out of the rental or holding for rental of any part of any premises by an "insured." This exclusion does not apply to the rental or holding for rental of an "insured location":

- (1) On an occasional basis if used only as a residence;
- (2) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or
- (3) In part, as an office, school, studio or private garage;

d. Arising out of the rendering of or failure to render professional services;

e. Arising out of a premises:

- (1) Owned by an "insured";
- (2) Rented to an "insured"; or
- (3) Rented to others by an "insured"; that is not an "insured location";

f. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";
- (2) The entrustment by an "insured" of a motor vehicle or any other motorized land conveyance to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using a conveyance excluded in paragraph (1) or (2) above.

This exclusion does not apply to:

- (1) A trailer not towed by or carried on a motorized land conveyance.
- (2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:
 - (a) Not owned by an "insured"; or
 - (b) Owned by an "insured" and on an "insured location";
- (3) A motorized golf cart when used to play golf on a golf course;
- (4) A vehicle or conveyance not subject to motor vehicle registration which is:
 - (a) Used to service an "insured's" residence;
 - (b) Designed for assisting the handicapped; or
 - (c) In dead storage on an "insured location";

g. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an excluded watercraft described below;
- (2) The entrustment by an "insured" of an excluded watercraft described below to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded watercraft described below.

Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor, or are sailing vessels, whether owned by or rented to an "insured." This exclusion does not apply to watercraft:

- (1) That are not sailing vessels and are powered by:
 - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with 25 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
 - (e) Outboard engines or motors of more than 25 total horsepower owned by an "insured" if:
 - (i) You acquire them prior to the policy period; and
 - (a) You declare them at policy inception; or
 - (b) Your intention to insure is reported to us in writing within 45 days after you acquire the outboard engines or motors.
 - (ii) You acquire them during the policy period.

This coverage applies for the policy period.
- (2) That are sailing vessels, with or without auxiliary power:
 - (a) Less than 26 feet in overall length;
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured."

(3) That are stored;

h. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an aircraft;
- (2) The entrustment by an "insured" of an aircraft to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an aircraft.

An aircraft means any contrivance used or designed for flight, except model or hobby aircraft not used or designed to carry people or cargo;

i. Caused directly or indirectly by war, including the following and any consequence of any of the following:

- (1) Undeclared war, civil war, insurrection, rebellion or revolution;
- (2) Warlike act by a military force or military personnel; or
- (3) Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental;

j. Which arises out of the transmission of a communicable disease by an "insured";

k. Arising out of sexual molestation, corporal punishment or physical or mental abuse; or

l. Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined by the Federal Food and Drug Law at 21 U.S.C.A. Sections 811 and 812. Controlled Substances include but are not limited to cocaine, LSD, marijuana and all narcotic drugs. However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed physician.

Exclusions e., f., g., and h. do not apply to "bodily injury" to a "residence employee" arising out of and in the course of the "residence employee's" employment by an "insured."

2. Coverage E – Personal Liability, does not apply to:

a. Liability:

- (1) For any loss assessment charged against you as a member of an association, corporation or community of property owners;
- (2) Under any contract or agreement. However, this exclusion does not apply to written contracts:

(a) That directly relate to the ownership, maintenance or use of an "insured location"; or

(b) Where the liability of others is assumed by the "insured" prior to an "occurrence"; unless excluded in (1) above or elsewhere in this policy;

b. "Property damage" to property owned by the "insured";

c. "Property damage" to property rented to, occupied or used by or in the care of the "insured." This exclusion does not apply to "property damage" caused by fire, smoke or explosion;

d. "Bodily injury" to any person eligible to receive any benefits:

(1) Voluntarily provided; or

(2) Required to be provided;

by the "insured" under any:

(1) Workers' compensation law;

(2) Non-occupational disability law; or

(3) Occupational disease law;

e. "Bodily injury" or "property damage" for which an "insured" under this policy:

(1) Is also an insured under a nuclear energy liability policy; or

(2) Would be an insured under that policy but for the exhaustion of its limit of liability.

A nuclear energy liability policy is one issued by:

(1) American Nuclear Insurers;

(2) Mutual Atomic Energy Liability Underwriters;

(3) Nuclear Insurance Association of Canada;

or any of their successors; or

f. "Bodily injury" to you or an "insured" within the meaning of part a. or b. of "insured" as defined.

3. Coverage F – Medical Payments to Others, does not apply to "bodily injury":

a. To a "residence employee" if the "bodily injury":

(1) Occurs off the "insured location"; and

(2) Does not arise out of or in the course of the "residence employee's" employment by an "insured";

b. To any person eligible to receive benefits:

- (1) Voluntarily provided; or
- (2) Required to be provided; under any:
- (1) Workers' compensation law;
- (2) Non-occupational disability law; or
- (3) Occupational disease law;

c. From any:

- (1) Nuclear reaction;

(2) Nuclear radiation; or

(3) Radioactive contamination;

all whether controlled or uncontrolled or however caused; or

(4) Any consequence of any of these; or

d. To any person, other than a "residence employee" of an "insured," regularly residing on any part of the "insured location."

SECTION II – ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

1. Claim Expenses. We pay:

- a. Expenses we incur and costs taxed against an "insured" in any suit we defend;
- b. Premiums on bonds required in a suit we defend, but not for bond amounts more than the limit of liability for Coverage E. We need not apply for or furnish any bond;
- c. Reasonable expenses incurred by an "insured" at our request, including actual loss of earnings (but not loss of other income) up to \$50 per day, for assisting us in the investigation or defense of a claim or suit; and
- d. Interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment which does not exceed the limit of liability that applies.

2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an "insured" for "bodily injury" covered under this policy. We will not pay for first aid to you or any other "insured."

3. **Damage to Property of Others.** We will pay, at replacement cost, up to \$500 per "occurrence" for "property damage" to property of others caused by an "insured."

We will not pay for "property damage":

- a. To the extent of any amount recoverable under Section I of this policy;
- b. Caused intentionally by an "insured" who is 13 years of age or older;
- c. To property owned by an "insured";
- d. To property owned by or rented to a tenant of an "insured" or a resident in your household; or

e. Arising out of:

(1) A "business" engaged in by an "insured";

(2) Any act or omission in connection with a premises owned, rented or controlled by an "insured," other than the "insured location"; or

(3) The ownership, maintenance, or use of aircraft, watercraft or motor vehicles or all other motorized land conveyances.

This exclusion does not apply to a motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and not owned by an "insured."

4. **Loss Assessment.** We will pay up to \$1000 for your share of loss assessment charged during the policy period against you by a corporation or association of property owners, when the assessment is made as a result of:

a. "Bodily injury" or "property damage" not excluded under Section II of this policy; or

b. Liability for an act of a director, officer or trustee in the capacity as a director, officer or trustee, provided:

(1) The director, officer or trustee is elected by the members of a corporation or association of property owners; and

(2) The director, officer or trustee serves without deriving any income from the exercise of duties which are solely on behalf of a corporation or association of property owners.

This coverage applies only to loss assessments charged against you as owner or tenant of the "residence premises."

We do not cover loss assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1000 is the most we will pay for loss arising out of:

- a. One accident, including continuous or repeated exposure to substantially the same general harmful condition; or

- b. A covered act of a director, officer or trustee. An act involving more than one director, officer or trustee is considered to be a single act.

The following do not apply to this coverage:

1. Section II – Coverage E – Personal Liability Exclusion 2.a.(1);
2. Condition 1. Policy Period, under SECTIONS I AND II – CONDITIONS.

SECTION II – CONDITIONS

1. **Limit of Liability.** Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the limit of liability for Coverage E as shown in the Declarations. This limit is the same regardless of the number of "insureds," claims made or persons injured. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions shall be considered to be the result of one "occurrence."

Our total liability under Coverage F for all medical expense payable for "bodily injury" to one person as the result of one accident will not be more than the limit of liability for Coverage F as shown in the Declarations.

2. **Severability of Insurance.** This insurance applies separately to each "insured." This condition will not increase our limit of liability for any one "occurrence."
3. **Duties After Loss.** In case of an accident or "occurrence," the "insured" will perform the following duties that apply. You will help us by seeing that these duties are performed:
 - a. Give written notice to us or our agent as soon as is practical, which sets forth:
 - (1) The identity of the policy and "insured";
 - (2) Reasonably available information on the time, place and circumstances of the accident or "occurrence"; and
 - (3) Names and addresses of any claimants and witnesses;
 - b. Promptly forward to us every notice, demand, summons or other process relating to the accident or "occurrence";

- c. At our request, help us:

- (1) To make settlement;
- (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
- (3) With the conduct of suits and attend hearings and trials; and
- (4) To secure and give evidence and obtain the attendance of witnesses;

- d. Under the coverage – Damage to Property of Others – submit to us within 60 days after the loss, a sworn statement of loss and show the damaged property, if in the "insured's" control;

- e. The "insured" will not, except at the "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "bodily injury."

4. Duties of an Injured Person – Coverage F – Medical Payments to Others.

The injured person or someone acting for the injured person will:

- a. Give us written proof of claim, under oath if required, as soon as is practical; and
- b. Authorize us to obtain copies of medical reports and records.

The injured person will submit to a physical exam by a doctor of our choice when and as often as we reasonably require.

5. Payment of Claim – Coverage F – Medical Payments to Others. Payment under this coverage is not an admission of liability by an "insured" or us.

- 6. Suit Against Us.** No action can be brought against us unless there has been compliance with the policy provisions.

No one will have the right to join us as a party to any action against an "insured." Also, no action with respect to Coverage E can be brought against us until the obligation of the "insured" has been determined by final judgment or agreement signed by us.

- 7. Bankruptcy of an Insured.** Bankruptcy or insolvency of an "insured" will not relieve us of our obligations under this policy.

- 8. Other Insurance – Coverage E – Personal Liability.** This insurance is excess over other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTIONS I AND II – CONDITIONS

- 1. Policy Period.** This policy applies only to loss in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

- 2. Concealment or Fraud.** The entire policy will be void if, whether before or after a loss, an "insured" has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements;
- relating to this insurance.

- 3. Liberalization Clause.** If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented through introduction of a subsequent edition of our policy.

- 4. Waiver or Change of Policy Provisions.**

A waiver or change of a provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination will not waive any of our rights.

- 5. Cancellation.**

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy only for the reasons stated below by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

- (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason by letting you know at least 10 days before the date cancellation takes effect.

- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

- (a) If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the policy; or
- (b) If the risk has changed substantially since the policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

- (4) When this policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

- c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within a reasonable time after the date cancellation takes effect.

- 6. Nonrenewal.** We may elect not to renew this policy. We may do so by delivering to you, or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

- 7. Assignment.** Assignment of this policy will not be valid unless we give our written consent.

- 8. Subrogation.** An "insured" may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.

If an assignment is sought, an "insured" must sign and deliver all related papers and cooperate with us.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

- 9. Death.** If any person named in the Declarations or the spouse, if a resident of the same household, dies:

- a. We insure the legal representative of the deceased but only with respect to the premises and property of the deceased covered under the policy at the time of death;

- b. "Insured" includes:

- (1) Any member of your household who is an "insured" at the time of your death, but only while a resident of the "residence premises"; and
- (2) With respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

HOMEOWNERS
VRU HO SP 012 03

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIAL PROVISIONS – FLORIDA

DEFINITIONS

Item 5. Is deleted and replaced by the following:

5. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
- a. "Bodily injury"; or
 - b. "Property damage".

Assault or battery is not an "occurrence," when committed by or at the direction of an "insured".

The following Definitions are added:

9. "Actual cash value" means the reasonable replacement cost at time of loss less deduction for depreciation.
10. "Drone" means any unmanned aircraft or ship that can navigate autonomously without human control or beyond line of sight by way of GPS, remote control, or onboard computer.
11. "Fungi" means any type or form of fungus, including:
- a. Mold or mildew; and
 - b. Any mycotoxins, spores, scents or byproducts produced or released by fungi.

Under Section II, this does not include any fungi, yeast or bacteria that are in, are on or are contained in a good or product intended for consumption.

12. "Hurricane loss" means any loss resulting from the peril of Windstorm caused by a hurricane during any period:
- a. beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
 - b. remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and,
 - c. ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.

13. "Hovercraft" means a self-propelled motorized ground effect vehicle and includes, but is not limited to, flare craft and air cushion vehicles.

14. "Marring" means to disfigure, deface, scar, or blemish.

15. "Motor Vehicle" means:

- a. A self-propelled land or amphibious vehicle; or
- b. Any trailer or semitrailer which is being carried on, towed by, or hitched for towing by a vehicle described above

16. "Personal watercraft" means watercraft designed to carry one to three people propelled by a water jet pump powered by an internal combustion engine and capable of speeds greater than 25 MPH. Personal watercraft include but are not limited to watercraft often referred to as jet skis, wave runners and similar watercraft.

17. "Spalling" means the disintegration of stone or concrete. It can be produced by a variety of mechanisms, including as a result of projectile impact, corrosion, weathering, cavitation, or excessive rolling pressure (as in a ball bearing).

18. "Supplemental Claim" or "Reopened Claim" means any additional claim for recovery from us for any loss we previously adjusted pursuant to an initial claim.

19. "Unoccupied" means the dwelling is not being inhabited as a residence.

20. "Vacant" means the dwelling lacks the necessary amenities, adequate furnishings, or utilities and services to permit occupancy of the dwelling as a residence.

21. "Watercraft" means a craft principally designed to be propelled on or in water by wind, engine power, or electric motor.

In Form HO 00 03, COVERAGE B – Other Structures is replaced by the following:

We cover:

- 1. Other structures on the "residence premises" set apart from the dwelling by a clear space.
- 2. Other structures connected to the dwelling by only a fence, utility line, or similar connection.

This coverage does not apply to land, including land on which the other structures are located.

We do not cover:

1. Other structures used in whole or in part for "business"; or
2. Other structures rented or held for rental to any person not a tenant of the dwelling, unless used solely as a private garage

The limit of liability for this coverage will not be more than the limit shown on the declaration page for Coverage B. Use of this coverage does not reduce the Coverage A limit of liability.

SECTION I – PROPERTY COVERAGES

COVERAGE A – Dwelling

The following is added:

3. In-ground swimming pools including related permanently installed equipment such as pumps and filters

COVERAGE A – Dwelling and COVERAGE B – Other Structures

The following is added:

Special Limits of Liability

Cosmetic and Aesthetic Damage to Floors. The total limit of liability for Coverages A and B combined is \$10,000 per policy term for cosmetic and aesthetic damages to floors.

1. Cosmetic or aesthetic damage includes, but is not limited to, chips, scratches, dents or any other damage to less than 5% of the total floor surface area and does not prevent typical use of the floor.
2. This limit includes the cost of tearing out and replacing any part of the building necessary to repair the damaged flooring.
3. This limit does not increase the Coverage A or Coverage B limits of liability shown on the declaration page.
4. This limit does not apply to cosmetic or aesthetic damage to floors caused by a **Peril Insured Against** as named and described for Coverage C
– Personal Property

(This is added under **COVERAGE A – Dwelling** in Form HO 00 06 and applies only to Coverage A.)
COVERAGE C – Personal Property the first and second paragraph are deleted and replaced by the following:

Covered Property

We cover personal property, when premium for Coverage C is shown on the Declarations page, owned or used by an "insured" while it is anywhere in the world. After a loss and at your request, we will cover personal property owned by:

1. Others while the property is on the part of the "residence premises" occupied by an "insured"; or

2. A guest or a "residence employee", while the property is in any residence occupied by an "insured".

Limit for Property at Other Locations

1. Other Residences

Our limit of liability for personal property usually located at an "insured's" residence, other than the "residence premises", is ten percent (10%) of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and is not fit to live in and store property in; or
- b. In a newly acquired principal residence for thirty (30) days from the time you begin to move the property there.

2. Self-Storage Facilities

Our limit of liability for personal property owned or used by an "insured" and located in a self-storage facility is ten percent (10%) of the limit of liability for Coverage C, or \$1,000, whichever is greater. However, this limitation does not apply to personal property:

- a. Moved from the "residence premises" because it is being repaired, renovated or rebuilt and not fit to live in and store property in; or
- b. Usually located in an "insured's" residence, other than the "residence premises".

COVERAGE C – Personal Property Special Limits of Liability

Items 10. and 11. are deleted and replaced by the following:

10. \$1000 for loss to electronic apparatus, while in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power. Electronic apparatus includes:
 - a. Accessories and antennas; or
 - b. Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this Item 10.
11. \$1000 for loss to electronic apparatus, while not in or upon a motor vehicle or other motorized land conveyance, if the electronic apparatus:
 - a. Is equipped to be operated by power from the electrical system of the vehicle or conveyance while retaining its capability of being operated by other sources of power;
 - b. Is away from the "residence premises"; and
 - c. Is used at any time or in any manner for any "business" purpose.

Electronic apparatus includes:

- a. Accessories and antennas; or
- b. Tapes, wires, records, discs or other media;

for use with any electronic apparatus described in this Item 11.

The following items are added:

- 12. \$1000 for loss to art glass windows and other works of art such as, but not limited to statuary (including but not limited to Hummels), marbles, bronzes, porcelains, rare glass and bric-a-brac.
- 13. \$2500 for personal computers and related peripherals such as disk drives, printers, and commercial software. We will not pay for other software or lost data.
- 14. \$1000 for bicycles and related equipment
- 15. \$2000 for loss to any individual item or set of electronic equipment caused directly or indirectly by theft or vandalism with a maximum limit of 10% of the Coverage C limit for all electronic equipment. Electronic equipment includes, but is not limited to:
 - a. Televisions, audio, video and other electronic media playing and/or recording devices.
 - b. Audio and video media storage devices such as DVDs, records, CDs, and tapes.
 - c. Cameras, projectors and related equipment.
 - d. Gaming systems including their games and accessories.
- 16. \$5000 for loss to tools.
- 17. 5% of the total Coverage C amount for any one item of unscheduled personal property.
- 18. \$500 on all collections including but not limited to baseball cards, comic books, album covers and any other memorabilia. This limit applies regardless of the number of collections or collectibles.
- 19. \$500 is the maximum loss payable for covered property stored in freezers or refrigerators on the "residence premises". The following deductible applies to covered loss to refrigerated property: We will pay that part of the loss that exceeds \$100.

Property Not Covered

Item 3.b. is deleted and replaced by the following:

- 3. "Motor vehicles" or all other motorized land conveyances. This includes:
 - b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:

- (1) Accessories or antennas; or Tapes, wires, records, discs or other media; for use with any electronic apparatus described in this Item 3.b.

The exclusion of property described in 3.a. and 3.b. above applies only while the property is in or upon the vehicle or conveyance.

We do cover vehicles or conveyances not subject to "motor vehicle" registration which are:

- a. Used to service an "insured's" residence; or
- b. Designed for assisting the handicapped;

Item 5. Is replaced by the following:

- 5. Property of roomers, boarders, tenants, and anyone who regularly resides at the insured premises who is not an "insured";

The following is added to Property Not Covered:

- 10. Your satellite dish, satellite antenna or radio towers and their antenna. This exclusion also applies to all related receiving equipment including receiver mounts, transducers or other receiver parts or installation parts. Television Sets are not an excluded item under this exclusion;
- 11. "Hovercraft";
- 12. "Drones";
- 13. Mopeds or similar motorized bicycles of any horsepower.

COVERAGE D – LOSS OF USE

In Form HO 00 03, under Coverage D – Loss of Use:

Item 1. is deleted and replaced by the following:

- 1. If a loss covered under this Section makes that part of the "residence premises" where you reside not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. Payment will be for the shortest time required to repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere. In either event, the payment(s) will be limited to eighteen (18) consecutive months from the date of the covered loss.

In Form HO 00 06, under Coverage D – Loss of Use:

Item 1. is deleted and replaced by the following:

- 1. If a loss by a Peril Insured Against under this policy to covered property or the building containing the property, makes the "residence premises" where you reside not fit to live in, we cover the Additional Living Expense, meaning any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living. Payment will be for the shortest time required to

repair or replace the damage or, if you permanently relocate, the shortest time required for your household to settle elsewhere. In either event, the payment(s) will be limited to eighteen (18) consecutive months from the date of the covered loss.

SECTION I – ADDITIONAL COVERAGES

2. **Reasonable Repairs** is deleted and replaced by the following:

2. Reasonable Emergency Measures

- a. We will pay up to \$3,000 for the reasonable cost incurred by you for necessary measures taken solely to protect covered property under Coverage A, Coverage B and Coverage C from further damage when, as described and covered in paragraph 2.e and f. under SECTION I – PERILS INSURED AGAINST COVERAGE A – DWELLING AND COVERAGE B – OTHER STRUCTURES and as described and covered in COVERAGE C – PERSONAL PROPERTY 12., the damage or loss is caused by:

- (1) Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance;
- (2) Constant or repeated seepage or leakage of water or steam; or
- (3) The presence or condensation of humidity, moisture or vapor.

The \$3,000 limit in 2.a above is the total limit for all necessary measures taken solely to protect covered property, in the same loss, under any one or any combination of:

- (a) Coverage A;
- (b) Coverage B; or
- (c) Coverage C

- b. For covered loss caused by SECTION I – PERILS INSURED AGAINST, other than the perils as described and covered in paragraphs 2.e and f. under SECTION I – PERILS INSURED AGAINST COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES and as described and covered in COVERAGE C – PERSONAL PROPERTY 12., the \$3,000 limit in 2.a above does not apply and instead the following applies:

- (1) In the event that covered property is damaged by an applicable Peril Insured Against, we will pay the reasonable costs incurred by you for necessary measures taken solely to protect covered property from further damage.
- (2) If the measures taken involve repair to other damaged property, we will pay for those necessary measures only if that property is covered under this Policy and the damage to that property is caused by an applicable Peril Insured Against.

- c. The coverage under 2.a and 2.b above does not:

- (1) Increase the \$10,000 limit on coverage under paragraph f.4 and f.6. on page 7 of this Form VRU HO SP SECTION I – PERILS INSURED AGAINST A. Coverage A – Dwelling And Coverage B – Other Structures.

Any payment for Reasonable Emergency Measures 2.a will be deducted from the \$10,000 limit on coverage under paragraph f.4. and f.6 on page 7 of this Form VRU HO SP SECTION I – PERILS INSURED AGAINST A. Coverage A – Dwelling And Coverage B – Other Structures;

- (2) Increase any limit of liability that applies to the damaged covered property;
- (3) Relieve you of your duties, in case of a loss to covered property, as set forth in SECTION I – CONDITIONS 2. Your Duties After Loss;
- (4) Pay for property not covered, or for repairs resulting from a peril not covered, or for loss excluded in this Policy.

- d. The exhaustion of the \$3,000 Reasonable Emergency Measures limit in 2.a above does not prevent you from participating in the services provided under form VRU HO EWR if additional emergency water removal services are necessary. However, we will not pay under Reasonable Emergency Measures 2.a for any services, or part or portion of any services, provided and performed under form VRU HO EWR. Subject to 2.c above, if you are eligible for and request to participate in the services provided under form VRU HO EWR and we do not offer the services to you, the \$3,000 limit in paragraph 2.a does not apply.

- e. We will not pay under Reasonable Emergency Measures 2. for any repairs, replacement or rebuilding, or any part or portion of any repairs, replacement, or rebuilding, made or provided under forms VRU HO DRF and VRU HO DRL. However, the \$3,000 limit in 2.a above applies whether or not:

- You receive services under forms VRU HO DRL or VRU HO DRF; or.

- The \$10,000 limit on coverage applies as described in paragraph 5 on page 7 of this Form VRU HO SP.
- SECTION I**
– PERILS INSURED AGAINST
 Coverage A – Dwelling And
 Coverage B Other Structures.

8. **Collapse** is deleted and replaced by the following:

8. Collapse

(a) With respect to this Additional Coverage:

- (1) Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building, or part of the building, cannot be occupied for its intended purpose.
- (2) A building or any part of a building that is in danger of falling down or caving in is not considered to be in a state of collapse.
- (3) A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building. A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

(b) We insure for direct physical loss to covered property involving collapse of a building or any part of a building if the collapse was caused by one or more of the following:

- (1) Perils Insured Against in Coverage C – Personal Property. These perils apply to covered buildings and personal property for loss insured by this additional coverage;
- (2) Decay that is hidden from view, unless the presence of such decay is known to an "insured" prior to collapse;
- (3) Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an "insured" prior to collapse;
- (4) Weight of contents, equipment,

animals or people;

- (5) Weight of rain which collects on a roof; or
- (6) Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under Items (2), (3), (4), (5), and (6) unless the loss is a direct result of the collapse of a building or any part of a building.

This coverage does not increase the limit of liability applying to the damaged covered property. For Purposes of this additional coverage, a plumbing system includes a septic system.

Glass or Safety Glazing Material is deleted and replaced by the following:

9. Glass or Safety Glazing Material

a. We cover:

- (1) The breakage of glass or safety glazing material which is part of a covered building, storm door or storm window;
- (2) The breakage, caused directly by Earth Movement and Settlement, of glass or safety glazing material which is part of a covered building, storm door or storm window; and
- (3) The direct physical loss to covered property caused solely by the pieces, fragments or splinters of broken glass or safety glazing material which is part of a building, storm door or storm window.

b. This coverage does not include loss:

- (1) To covered property which results because the glass or safety glazing material has been broken, except as provided in a.(3) above; or
- (2) On the "residence premises" if the dwelling has been "vacant" for more than 30 consecutive days immediately before the loss, except when the breakage results directly from Earth Movement and Settlement as provided for in a.(2) above. A dwelling being constructed is not considered "vacant".

Loss to glass covered under this Additional Coverage 9. will be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

Landlord's Furnishings

In Form HO 00 03 Item 10.k is deleted and

replaced by:

k. Accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

This peril does not include loss:

- (1) To the system or appliance from which the water or steam escaped;
- (2) Caused by or resulting from freezing except as provided in the peril of freezing below; or
- (3) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises."

In this peril, a plumbing system does not include a sump, sump pump, irrigation system or related equipment, roof drain, gutter, down spout, or similar fixtures or equipment. For purpose of this additional coverage, a plumbing system includes a septic system.

SECTION I – PERILS INSURED AGAINST

The following replacements are made to the introductory paragraphs:

In Form HO 00 03, under Coverage A – Dwelling and Coverage B – Other Structures, the introductory paragraph is replaced by: We insure for sudden and accidental direct loss to property described in Coverages A and B only if that loss is a physical loss to covered property. We do not insure, however, for loss:

In Form HO 00 03, under Coverage C – Personal Property, the introductory paragraph is replaced by: We insure for sudden and accidental direct physical loss to the property described in Coverage C caused by a peril listed below unless the loss is excluded in Section I – Exclusions.

In Form HO 00 06: We insure for sudden and accidental direct physical loss to the property described in Coverages A and C caused by a peril listed below unless the loss is excluded in Section I – Exclusions.

In Form HO 00 03, under Coverage A - Dwelling and Coverage B - Other Structures, item 2.d. is replaced by the following:

- d. Vandalism and malicious mischief if the dwelling has been "vacant" or "unoccupied" for more than 30 days immediately before the loss. A dwelling being constructed is not considered

"vacant" or "unoccupied".

In Form HO 00 06, item 8. Vandalism and malicious mischief is replaced by the following:

8. Vandalism and malicious mischief.

This peril does not include loss to property on the "residence premises" if the dwelling has been "vacant" or "unoccupied" for more than 30 days immediately before the loss. A dwelling being constructed is not considered "vacant" or "unoccupied".

In Form HO 00 03, under Coverage A - Dwelling and Coverage B - Other Structures, item 2.e.(3) is replaced by the following:

- (3) Smog, rust or other corrosion, "spalling", "fungi", mold, wet or dry rot;

In Form HO 00 03, under Coverage A – Dwelling and Coverage B - Other Structures, item 2.e.(5) is replaced by the following:

- (5) Discharge, dispersal, seepage, migration, release or escape of pollutants unless the discharge, dispersal, seepage, migration, release, or escape is itself caused by a Peril Insured Against under Coverage C of this policy. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

In Form HO 00 03, under Coverage A – Dwelling and Coverage B - Other Structures, the following is added:

- (9) Nesting or infestation, or discharge or release of waste products or secretions, by any animals.

In Form HO 00 03, under Coverage A – Dwelling and Coverage B - Other Structures, We do not insure, however, for loss: under item 2. **Caused by:** the following is added:

- f. Accidental discharge or overflow of water or steam unless loss to property covered under Coverage A or B results from an accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance on the "residence premises", subject to the \$10,000 limit as set forth in 4. below.

This includes the cost to tear out and repair only that part or portion of a building, or of any other structure, covered under coverage A or coverage B on the "residence premises", necessary to access and repair the system or appliance. The cost that we will pay for the tear out and repair above is only that cost necessary to access and repair only that portion or part of the system or appliance that caused the covered loss, whether

the system or appliance, or any part or portion of the system or appliance, is repairable or not. In the event that additional tear out and repair are required beyond the coverage provided for access and repair in this provision, we will still pay only for our portion of the access and repair cost required to repair only that portion or only that part of the system or appliance that caused the covered loss as described above. However, we do not cover loss:

- (1) To the system or appliance from which this water or steam escaped;
- (2) On the "residence premises" caused by accidental discharge or overflow which occurs off the "residence premises"; or
- (3) Caused by constant or repeated seepage or leakage of water or steam or the presence or condensation of humidity, moisture or vapor, over a period of weeks, months or years, unless such seepage or leakage of water or the presence or condensation of humidity, moisture or vapor and the resulting damage is unknown to all "insureds" and is hidden within the walls or ceilings or beneath the floors or above the ceilings of a structure; subject to the \$10,000 limit set forth in 4. below.
- (4) To a plumbing system, whether above or below the ground, caused by:
 - (a) Age, collapse, obsolescence, wear, tear;
 - (b) Fading, oxidation, weathering;
 - (c) Deterioration, decay, marring, delamination, crumbling, settling, cracking;
 - (d) Shifting, bulging, racking, sagging, bowing, bending, leaning, shrinkage, expansion, contraction, bellying, corrosion;
 - (e) The unavailability or discontinuation of a part or component of the system; or
 - (f) Any other age or maintenance related issue;
- (5) To a plumbing system, whether above or below the ground, caused by the impairment, state or condition of the system, which prohibits repair or replacement including access, necessary to connect the adjoining parts of appliances, pipes or system; or
- (6) Loss otherwise excluded or limited elsewhere in this policy.

For purposes of this provision, a plumbing system or household appliance does not

include a sump, sump pump, irrigation system or related equipment or a roof drain, gutter, down spout or similar fixtures or equipment.

- (7) Falling objects unless the roof or an outside wall of the building is first damaged by a falling object. Damage to the falling object itself is not covered.
- (8) Rain, snow, sleet, sand or dust to the interior of a building unless a covered peril first damages the building causing an opening in a roof or outside wall, door or window and the rain, snow, sleet, sand or dust enters through this opening.

4. A \$10,000 limit on coverage applies and is the most we will pay for:

- (a) Each covered direct physical loss from all water or steam in paragraph 2.f; and
- (b) All cosmetic and aesthetic damage, which occurs in the same loss as 4. (a) above, including any repair or replacement of items to match quality, color, or size.

The selection of VRU HO DRL does not increase the \$10,000 limit described in SECTION I – PERILS INSURED AGAINST under paragraph 2.f.

Payment for Reasonable Emergency Measures under **Section I – Additional Coverages in VRU HO SP** paragraph 2.a, which occurs in the same loss as 4.(a). above, will be deducted from the \$10,000 limit on coverage.

5. The \$10,000 limit on coverage in 4. above does not apply if:

At our option we offer, and you consent to participate in the services described under **VRU HO DRF**

In the event the \$10,000 limit on coverage does not apply, the Coverage A Limit Of Liability or Coverage B Limit Of Liability, applicable to the damaged covered property, is the most we will pay.

However:

- (a) For coverage provided under **Section I – Additional Coverages 2.a in VRU HO SP**, the limit in 2.a Reasonable Emergency Measures will apply;
- (b) For coverage provided under **Section I Additional Coverages** in this Policy, the limit as provided in the additional coverage will apply.

6. Section I – Under Additional Coverages paragraphs 2.a. and 2.b. in VRU HO SP, any ensuing loss to property described in Coverages A and B not

excluded or otherwise precluded in this Policy is covered. However, the \$10,000 limit in 4. above applies to any ensuing damage to property described in Coverages A and B not excluded or otherwise precluded in this Policy, caused by water or steam described in paragraph f above, except the \$10,000 limit will not apply when the ensuing loss to the property is:

- a. Fire;
- b. Explosion;
- c. Collapse, only as covered under 8. **Section I – Additional Coverages** or
- d. "Fungi", mold, wet or dry rot, or bacteria as covered under VRU HO LFM 012 01;

This \$10,000 limit on coverage does not create additional coverage or increase the limit of liability applying to the damaged property.

In Form HO 00 03, under Coverage C – Personal Property and in Form HO 00 06, under Coverage A – Dwelling and Coverage C

– Personal Property:

The following is added to item 12.:

- d. Caused by or resulting from constant or repeated seepage or leakage of water or steam over a period of 14 or more days from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a household appliance.

Item 14. Is deleted and replaced by:

14. Freezing

- a. This peril means freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system or of a household appliance, but only if you have used reasonable care to:

(1) Maintain heat in the building; or

(2) Shut off the water supply and drain all systems and appliances of water.

However, if the building is protected by an automatic fire protective sprinkler system, you must use reasonable care to continue the water supply and maintain heat in the building for coverage to apply.

SECTION I – EXCLUSIONS

1. Ordinance or Law is deleted and replaced by the following:

1. Ordinance or Law, meaning any ordinance or law:

- a. Requiring or regulating the construction,

demolition, remodeling, renovation or repair of property, including removal of any

resulting debris. This Exclusion 1.a. does not apply to the amount of coverage that may be provided for under Additional Coverages, Glass or Safety Glazing Material or Ordinance Or Law;

- b. The requirements of which result in a loss in value to property; or
- c. Requiring any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

This exclusion applies whether or not the property has been physically damaged. (This is Exclusion 1.a. in Form HO 00 03.)

2. Earth Movement is deleted and replaced by the following:

2. Earth Movement and Settlement, meaning:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- b. Landslide;
- c. Mine subsidence;
- d. Mudflow;
- e. Earth sinking, rising or shifting;
- f. Clay shrinkage or other expansion or contraction of soils or organic materials;
- g. Decay of buried or organic materials;
- h. Settling, cracking or expansion of foundation; or
- i. Soil movement resulting from blasting.

This Exclusion B. applies regardless of whether any of the above in 2.a. through 2.i., is caused by an act of nature or is otherwise caused.

However direct loss by fire, explosion or theft resulting from any of the above, in 2.a. through 2.i., is covered.

This Exclusion 2. Does not apply to loss by "Catastrophic ground cover collapse".

(This is Exclusion 1.b. in Form HO 00 03.)

3. Water Damage is replaced by the following:

3. Water Damage, meaning

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;
- b. Water which:

- (1) Backs up through sewers or drains; or

- (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;

c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or

d. Waterborne material carried or otherwise moved by any of the water referred to in

3.a. through 3.c. of this exclusion.

This Exclusion 3. applies regardless of whether any of the above, in 3.a. through 3.d. is caused by an act of nature or is otherwise caused.

This Exclusion 3. applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in 3.a. through 3.d. is covered.

(This is Exclusion 1.c. in Form HO 00 03.)

4. Power Failure is deleted and replaced by the following:

4. **Power Failure**, meaning the failure of power or other utility service if the failure takes place off the "residence premises". But if the failure of power or other utility service results in a loss, from a Peril Insured Against on the "residence premises", we will pay for the loss or damage caused by that Peril Insured Against.

(This is Exclusion 1.d. in Form HO 00 03.)

8. **Intentional Loss**, is deleted and replaced by the following:

8. **Intentional Loss**, meaning any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

(This is Exclusion 1.h. in Form HO 00 03.)

The following Exclusions are added:

9. **Criminal Activity**, meaning any and all criminal acts performed by any insured that result in damage to your structure or personal property.

10. **"Hurricane loss"** to awnings, aluminum framed screened enclosures, or aluminum framed carports.

11. Existing Damage

a. Damage which occurred prior to policy

inception regardless of whether such damages were apparent at the time of the inception of this policy or discovered at a later date; or claims for damages arising out of workmanship, repairs or lack of repairs arising from damage which occurred prior to policy inception. However, any ensuing loss arising out of workmanship, repairs or lack of repairs, caused by a Peril Insured Against, to property described under Section I – Property Coverages, is covered unless the loss is otherwise excluded in this policy.

This Exclusion does not apply in the event of a total loss caused by a Peril Insured Against.

12. Accidental discharge or overflow of water or steam from:

a. Within a plumbing, heating, air conditioning or automatic fire protective sprinkler system;

b. Within a household appliance for heating water; or

c. Within a household appliance.
This exclusion applies only while the dwelling is "vacant" or "unoccupied" for more than thirty (30) consecutive days or being constructed; unless you have used reasonable care to:

1. Shut off the water supply; and

2. Drain the system and appliances of water.

Systems and appliances of water do not include outdoor swimming spas or outdoor irrigation wells.

13. Home Sharing/Bed and Breakfast

Covered losses, on homes or Condos or any part thereof, arising out of participation in a home sharing or bed and breakfast program, such as Airbnb, Flipkey, HomeAway where homes/condos are rented for days, weeks, or months.

This exclusion does not apply to policies with HO 17 33 with rental exposure approved by "us".

14. Change in Occupancy or Usage of "Residence Premises"

If the company has not been notified by you within sixty (60) days of any change of ownership, title, use or owner occupancy of the "residence premises", including:

a. The rental of the "residence premises";

b. Vacancy or abandonment of the "residence premises";

c. The use of the "residence premises" for any

purpose other than a residential unit; any loss occurring from the 61st day after such change to the date proper notice is given will be excluded from coverage. If this occurs, premium would be refunded for the period during which the coverage is suspended.

15. Diminished Value

We do not cover any loss due to diminished value of any property covered under this policy.

16. Loss Caused by "Sinkhole"

(1) "Sinkhole" means:

- (a) A landform created by subsidence of soils, sediment, or rock as underlying strata are dissolved by groundwater.
- (b) A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

This exclusion does not apply to the peril of "Catastrophic Ground Collapse Cover".

SECTION I – CONDITIONS

2. Your Duties After Loss is deleted and replaced by the following:

2. Your Duties After Loss

In case of a loss to covered property, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us.

These duties must be performed either by you, an "insured" seeking coverage, or a representative of either:

- a. Give prompt notice to us or our agent;
Except for Reasonable Emergency Measures taken under Additional Coverages 2., there is no coverage for repairs that begin before the earlier of:
 - (1) 72 hours after we are notified of the loss;
 - (2) The time of loss inspection by us; or
 - (3) The time of other approval by us;
- b. (1) To the degree reasonably possible, retain the damaged property; and
(2) Allow us to inspect, subject to b.(1) above, all damaged property prior to its removal from the "residence premises";
- c. Notify the police in case of loss by theft or vandalism;
- d. Notify the credit card or fund transfer card company in case of loss as provided for in Additional Coverage 6. Credit Card, Fund

Transfer Card,
Forgery and Counterfeit Money under Section I –
Property Coverages;

- e. Protect the covered property from further damage. The following must be performed:

- (1) Take reasonable emergency measures that are necessary to protect the covered property from further damage, as provided under Additional Coverages 2.

A reasonable emergency measure under

e.(1) above may include a permanent repair when necessary to protect the covered property from further damage or to prevent unwanted entry to the property. To the degree reasonably possible, the damaged property must be retained for us to inspect.

- (2) Keep an accurate record of repair expenses;

- f. Cooperate with us in the investigation of a claim;

- g. Prepare an inventory of damaged personal property showing the:

- (1) Quantity;
- (2) Description;
- (3) Age;
- (4) Actual cash value; and
- (5) Amount of loss.

Attach all bills, receipts and related documents that justify the figures in the inventory;

- h. As often as we reasonably require:

- (1) To the degree reasonably possible, show the damaged property;
- (2) Provide us with records and documents we request and permit us to make copies;
- (3) You or any "insured" under this policy must:

- (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and

- (b) Sign the same;

- (4) If you are an association, corporation or other entity; any members, officers, directors, partners or similar representatives of the association, corporation or other entity must:

- (a) Submit to examinations under oath and recorded statements, while not in the presence of any other "insured"; and

- (b) Sign the same;

- (5) Your agents, your representatives, and anyone engaged with your claim on your behalf, including any public adjusters and anyone insured under this policy, other than an "insured" in (3) or (4) above, must:

- (a) Submit to examinations under oath and recorded statements, while not in the

presence of any other "insured";
and

(b) Sign the same;

i. Send to us, within 60 days after our request, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:

- (1) The time and cause of loss;
- (2) The interests of all "insureds" and all others in the property involved and all liens on the property;
- (3) Other insurance which may cover the loss;
- (4) Changes in title or occupancy of the property during the term of the policy;
- (5) Specifications of damaged buildings and detailed repair estimates;
- (6) The inventory of damaged personal property described in g. above;
- (7) Receipts for additional living expenses incurred and records that support the fair rental value loss; and
- (8) Evidence or affidavit that supports acclaim under Additional Coverage 6. Credit Card, Fund Transfer Card, Forgery and Counterfeit Money under Section I - Property Coverages, stating the amount and cause of loss.

The duties above apply regardless of whether you, an "insured" seeking coverage, or a representative of either retains or is assisted by a party who provides legal advice, insurance advice or expert claim advice, regarding an insurance claim under this policy.

3. Loss Settlement Paragraphs b.(4) and

(5) have been deleted and replaced by the following.

- (4) We will initially pay at least the actual cash value of the incurred loss less any applicable deductible. We will pay the necessary amounts actually spent to repair or replace the damaged building as work is performed and expenses are incurred. If a total loss of the covered dwelling occurs, we shall pay the replacement cost coverage without reservation or holdback of any depreciation in value, subject to policy limits.
- (5) If the dwelling where loss or damage occurs has been "vacant" for more than thirty (30) consecutive days before the loss or damage, we will:
Not pay for any loss or damage caused by any of the following perils, even if they are

Perils Insured Against:

(a) Vandalism;

(b) Sprinkler leakage when caused by or arising out of the freezing of a fire protective sprinkler system, unless you have protected the system against freezing;

(c) Dwelling glass breakage;

(d) Water Damage;

(e) Theft; or

(f) Attempted theft.

Dwellings under construction are not considered "vacant". In the event the construction extends greater than sixty (60) days you must notify us.

6. Appraisal is deleted and replaced by the following:

6. Mediation or Appraisal

a. If you and we are engaged in a dispute regarding a claim under this policy, either may demand a mediation of the loss in accordance with the rules established by the Florida Department of Financial Services. The results of the mediation are binding only when both parties agree, in writing, on a settlement and, you have not rescinded the settlement within three (3) business days after reaching settlement. You may not rescind the settlement after cashing or depositing the settlement check or draft we provided you. We will pay the cost of conducting any mediation conference except when you fail to appear at a conference. That conference will then be rescheduled upon your payment of the costs of that rescheduled conference. However, if "we" fail to appear at a mediation conference without good cause, "we" will pay the actual cash expenses you incur in attending the conference and also pay the total cost for the rescheduled conference.

b. If you and we fail to agree on the amount of the loss, either party may request an appraisal of the loss. Both parties must agree to the appraisal process. In this event, each party will choose a competent and impartial independent appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state where the "residence premises" is located. The appraisers will separately set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of the loss.

Each party will:

- (1) Pay its own appraiser; and

- (2) Bear the other expenses of the appraiser and umpire equally.

If, however, we demanded the mediation and either party rejects the mediation results, you are not required to submit to, or participate in, any appraisal of the loss as a precondition to action against us for failure to pay the loss, otherwise the appraisal provision is applicable.

7. Other Insurance And Service Agreement is deleted in HO 00 06 and replaced by the following:

7. Other Insurance And Service Agreement

If a loss covered by this Policy is also covered by other insurance or a service agreement covering the same property, this insurance will be excess over the amount recoverable under such other insurance or service agreement. However, if a loss covered by this Policy is covered by other insurance covering the same property and such other insurance is excess insurance over the amount recoverable under any other policy covering the same property, we will pay only the proportion of the loss that the limit of liability that applies under this Policy bears to the total amount of such insurance covering the loss. Service agreement means a service plan, property restoration plan, home warranty or other similar service warranty agreement, even if it is characterized as insurance.

8. Suit Against Us is deleted and replaced by the following:

8. Suit Against Us

No action can be brought against us unless the SECTION I policy provisions have been complied with and the action is started within 5 years after the date of loss.

9. Our Option is deleted and replaced by the following:

9. Our Option

- a. At our option, in lieu of issuing any loss payment, if we choose to exercise our option:

- (1) For losses settled on an "actual cash value" basis, we may repair or replace any part of the damaged property with material or property of like kind and quality;
- (2) For losses covered under **COVERAGE A – Dwelling**, insured for Replacement Cost Loss Settlement as outlined in **SECTION I – CONDITIONS, 3. Loss Settlement**, we may repair the damaged property with material of like kind and quality without deduction for depreciation.
- (3) We will provide written notice to you no later than thirty (30) days after our inspection of the reported loss.
- (4) You must comply with the duties

described in **SECTION I – CONDITIONS, 2. Duties After Loss** paragraphs 2.f and 2.h.

- (5) You must provide access to the property and execute any necessary municipal, county or other governmental documentation or permits for repairs to be undertaken.
- (6) You must execute all work authorizations to allow contractors and related parties entry to the property. You must otherwise cooperate with repairs to the property.
- (7) You are responsible for payment of the deductible stated in your declaration page.
- (8) Our right to repair or replace, and our decision to do so, is a material part of this contract and under no circumstances relieves you or us of our mutual duties and obligations under this contract.

b. If at the time of loss:

The Personal Property Replacement Cost Loss Settlement – Florida endorsement is made a part of this Policy, we will pay the amount of loss as noted in Paragraph C. of that endorsement.

10. Loss Payment is deleted and replaced by the following:

10. Loss Payment

We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be paid upon the earliest of the following:

- a. 20 days after we receive your written proof of loss and reach a written, executed agreement of settlement with you according to the terms of the written agreement; or
- b. 60 days after we receive your written proof of loss and:
 - (1) There is an entry of a final judgment or, in the case of an appeal from such judgment, within 60 days from and after the affirmance of the same by the appellate court; or
 - (2) Written executed mediation settlement or appraisal award with you according to the terms of the written mediation or appraisal settlement; or
- c. Within 90 days after we receive notice of an initial claim, "reopened claim" or "supplemental claim" from you, we will pay or deny such claim or a portion of the claim unless the failure to pay such claim or portion of claim is caused by factors beyond our control, which reasonably prevent such payment.

Any payment made by us shall not constitute a waiver of our rights within the policy.

12. Mortgage Clause is deleted and replaced by the following:

12. Mortgage Clause

The word "mortgagee" includes trustee. If a mortgagee is named in this policy, any loss payable under **COVERAGE A - Dwelling** or **COVERAGE B**

– **Other Structures** will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages.

- a. If we deny your claim that denial will not apply to a valid claim of the mortgagee, if the mortgagee:
 - (1) Notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - (2) Pays any premium due under this policy on demand if you have neglected to pay the premium; and
 - (3) Submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so.

Paragraphs b. and f. of 2. Duties After Loss, items 6. Mediation or Appraisal, 8. Suit Against Us and 10. Loss Payment under **SECTION I – CONDITIONS** also applies to the mortgagee.

- b. If we decide to cancel or nonrenew this policy, the mortgagee will be notified at least 10 days before the date cancellation or nonrenewal takes effect.
- c. If we pay the mortgagee for any loss and deny payment to you:
 - (1) We are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (2) At our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we will receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
- d. Subrogation will not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
- e. We provide coverage to no mortgagee or its representatives under this policy if, whether before or after a loss, a mortgagee or its representatives has:

- (1) Intentionally concealed or misrepresented any material fact or

circumstance;

- (2) Engaged in fraudulent conduct; or
- (3) Made material false statements;

relating to this insurance.

The following Conditions are added:

17. What Law Governs

This policy and any performance there under shall be construed with and governed by the Laws of the State of Florida.

18. Adjustment to Policy Coverage Limits

If your policy is a renewal with us, the limit of liability for

COVERAGE A- Dwelling, COVERAGE B –Other Structures, COVERAGE C – Personal Property and **COVERAGE D- Loss of Use** may be adjusted.

Any change in the limits of liability indicated above does not, in any way, represent, warrant, or guarantee to any person or entity, that:

- a. These adjustments will keep pace with inflation; or
- b. That the amounts of coverage are adequate to repair or rebuild any specific building or structure.

19. Assignees or Third Parties

We will not be responsible for payment under **SECTION I** and **II CONDITIONS, 7.**

Assignment, to any assignee(s) or third parties for payments on losses that are not covered under this policy.

20. Notice of Claim

If windstorm coverage is provided in this policy and after performance of "your" duties as described in **Section I – Conditions 2. Duties After Loss:**

a claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is barred unless notice of a claim, supplemental claim or reopened claim for loss or damage caused by hurricane or other windstorm is given to us in accordance with the terms of this policy and within three years after the hurricane made landfall or a windstorm caused the covered damage. (Supplemental claim or reopened claim means an additional claim for recovery from "us" for losses from the same hurricane or other windstorm which we have previously adjusted pursuant to the initial claim.)

21. Deductible

Unless otherwise noted in the Policy, the following deductible provision applies:

Subject to the policy limits that apply, we will pay only that part of the total of all loss payable under **Section 1** that exceeds the deductible amount shown in the **Declarations.**

SECTION II – EXCLUSIONS

Under 1. Coverage E – Personal Liability and Coverage F – Medical Payments To Others, Items a., g., k. and l. are deleted in all forms and replaced by the following:

a. Which is expected or intended by one or more "insureds" even if the "bodily injury" or "property damage":

- (1) Is of a different kind, quality or degree than initially expected or intended; or
- (2) Is sustained by a different person, entity, real or personal property than initially expected or intended.

b. Arising out of:

- (1) The ownership, maintenance, use, loading or unloading of an excluded "watercraft";
- (2) The entrustment by an "insured" of an excluded "watercraft" below to any person; or
- (3) Vicarious liability, whether or not statutorily imposed, for the actions of a child or minor using an excluded "watercraft" described below. Excluded watercraft are those that are principally designed to be propelled by engine power or electric motor including "personal watercraft", or are sailing vessels, whether owned or rented to an "insured". This exclusion does not apply to watercraft:
 - (1) That are not "personal watercraft" or sailing vessels and are powered by:
 - (a) Inboard or inboard-outdrive engine or motor power of 50 horsepower or less not owned by an "insured";
 - (b) Inboard or inboard-outdrive engine or motor power of more than 50 horsepower not owned by or rented to an "insured";
 - (c) One or more outboard engines or motors with 25 total horsepower or less;
 - (d) One or more outboard engines or motors with more than 25 total horsepower if the outboard engine or motor is not owned by an "insured";
 - (2) That are sailing vessels, with or without auxiliary power
 - (a) Less than 26 feet in overall length.
 - (b) 26 feet or more in overall length, not owned by or rented to an "insured".
 - (3) That are stored.

c. Arising out of actual or alleged sexual molestation or

harassment, corporal punishment, or physical or mental abuse; or Arising out of the use, sale, manufacture, delivery, transfer or possession by any person of a Controlled Substance(s) as defined under federal law.

Controlled Substances include but are not limited to cocaine, LSD, marijuana, and all narcotic drugs.

However, this exclusion does not apply to the legitimate use of prescription drugs by a person following the orders of a licensed healthcare professional.

The following Exclusions are added:

m. "Bodily injury" or "property damage" arising:

- (1) Out of the ingestion of paint that has lead in it; Out of the ingestion of paint that has lead compounds in it;
- (2) Out of the inhalation of paint that has lead in it;
- (3) Out of the inhalation of paint that has lead compounds in it;
- (4) From radon, or any other substance that emits radiation;
- (5) In any manner (including liability imposed by law) from the discharge, disposal, release or escape of:
 - (a) Vapors or fumes;
 - (b) Gas or oil;
 - (c) Toxic chemicals, liquid or gas;
 - (d) Waste material; and
 - (e) Irritants, contaminants or pollutants. All other conditions are the same.

n. "Bodily injury" or "property damage" arising out of:

- (1) Any activity which results in the conviction of an insured of a felony or misdemeanor relating to the furnishing of alcohol beverages to a person under the legal minimum age required by law for the consumption of such beverages; or
- (2) Any illegal pyrotechnic or fireworks display or the use, handling, storage, sale or possession of such items.

q. "Bodily injury" or "property damage" arising out of criminal activity, meaning any and all criminal acts performed by any "insured" regardless of whether the consequences of those acts were intended or anticipated.

r. "Bodily injury" or "property damage" caused by any animal owned by or kept by you or any insured whether or not the injury or damage occurs on your premises or any other location.

This does not apply to coverage F medical payments to others.

- s. "Bodily injury" or "property damage" occurring on the "residence premises" arising out of participating in a home sharing or bed and breakfast program such as Airbnb, Flipkey, or HomeAway.

Under **2. Coverage E – Personal Liability**, the following are added:

- g. We will not pay for "bodily injury" or "property damage" caused by or resulting from the use of the following:

- (1) Trampoline;
- (2) Skateboard ramp;
- (3) Bicycle ramp;
- (4) Swimming pool slide;
- (5) Diving board;
- (6) Unprotected swimming pool; or
- (7) Unprotected spa:

Owned by or kept by any "insured," whether the injury occurs on the "insured premises" or any other location. An unprotected swimming pool or spa is defined as unfenced or uncovered.

SECTION II – CONDITIONS

Under **3. Duties After Loss**, the following is added:

- f. As often as we reasonable require:
- (1) Allow us to inspect the property wherein the "bodily injury" or "property damage" occurred;
 - (2) Provide us with records and documents we request and permit us to make copies; and
 - (3) Submit to an examination under oath, while not in the presence of any other "insured" and sign the same.

Under **4. Duties of an Injured Person – Coverage F Medical Payments to Others**, the following is added:

- c. Submit to a recorded statement.

The following Condition is added:

9. What Law Governs

This policy and any performance there under shall be construed with and governed by the laws of the State of Florida.

SECTIONS I AND II – CONDITIONS

2. Concealment or Fraud is deleted and replaced by the following:

2. Concealment Or Fraud

- a. Under Section I – Property Coverages, with respect to all "insureds" covered under this policy,

we provide no coverage for loss under Section I – Property Coverages if, whether before or after a loss, one or more "insureds" have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made material false statements;

relating to this insurance.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than ninety (90) days.

- b. Under Section II – Liability Coverages, we do not provide coverage to one or more "insureds" who, whether before or after a loss, have:

- (1) Intentionally concealed or misrepresented any material fact or circumstance;
- (2) Engaged in fraudulent conduct; or
- (3) Made material false statements, relating to this insurance.

However, we will not deny a claim based on credit information available in public records, whether disclosed or undisclosed, if the policy has been in effect for more than ninety (90) days.

5. Cancellation is deleted and replaced by the following:

5. Cancellation

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, we may cancel this Policy only for the following reasons, with respect to the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice.

- (1) When you have not paid the premium, we may cancel during this period by letting you know at least 10 days before the date cancellation takes effect.

(2) If:

- (a) There has been a material misstatement or fraud related to the claim;
- (b) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or
- (c) We have paid policy limits; We may cancel during this period by letting you know at least 45 days before the date cancellation takes effect.

(3) We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision (5.b.3) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

c. If the conditions described in Paragraph 5.b. do not apply, we may cancel only for the following reasons:

(1) When this Policy has been in effect for 90 days or less, we may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with underwriting requirements.

(2) We may also cancel this Policy subject to the following provisions. A written cancellation notice, together with the specific reasons for cancellation, will be delivered to you or mailed to you at your mailing address shown in the Declarations.

Proof of mailing will be sufficient proof of notice.

(a) When you have not paid the premium, we may cancel at by time by letting you know at least 10 days before the date cancellation takes effect.

(b) When this Policy has been in effect for 90 days or less, we may cancel for any reason, except we may not cancel:

(i) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

(ii) On the basis of a single claim which is the result of water damage, unless we can

demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property; or

(iii) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured's" household.

Except as provided in Paragraphs 5.c.(1) and 5.c.(2)(a) of this provision, we will let you know of our action at least 20 days before the date cancellation takes effect.

(c) When this policy has been in effect for more than 90 days, we may cancel:

(i) If there has been a material misstatement;

(ii) If the risk has changed substantially since the policy was issued;

(iii) In the event of failure to comply within 90 days after the effective date of coverage, with underwriting requirements established by us before the effective date of coverage;

(iv) If the cancellation is for all insureds under policies of this type for a given class of insureds;

(v) On the basis of property insurance claims that are the result of an Act of God, if we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property; or

(d) When this policy has been in effect for more than 90 days, we may not cancel:

(i) On the basis of the lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

(ii) On the basis of credit information available in public records.

(iii) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property.

(e) If any of the reasons listed in Paragraphs 5.c.(2)(c)(i)-(v) apply, we will provide written notice at least 120 days before the date cancellation takes effect.

d. If the date of cancellation becomes effective during a hurricane occurrence:

(1) The date of cancellation will not

become effective until the end of the hurricane occurrence; and

- (2) We shall be entitled to collect additional premium for the period beyond the original date of cancellation for which the Policy remains in effect.

However, this provision (5.d) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the hurricane occurrence.

e. We may cancel this Policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early cancellation of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.

f. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata

g. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will refund it within fifteen (15) working days after the date cancellation takes effect.

6. Nonrenewal is deleted and replaced by the following:

6. Nonrenewal

a. We may elect not to renew this Policy. We may do so by delivering to you or mailing to you at your mailing address shown in the Declarations, written notice, together with the specific reasons for nonrenewal. Proof of mailing will be sufficient proof of notice.

- (1) If a state of emergency is declared by the Governor and the Commissioner of Insurance Regulation files an Emergency Order, and the "residence premises" has been damaged as a result of a hurricane or wind loss that is the subject of the declared emergency, then, during the period beginning from the date the state of emergency is declared to the expiration of 90 days following the repairs to the dwelling or other structure located on the "residence premises", we may elect not to renew this Policy only if:

- (a) You have not paid the renewal premium;

- (b) There has been a material misstatement or fraud related

to the claim;

- (c) We determine that you have unreasonably caused a delay in the repair of the dwelling or other structure; or

- (d) We have paid policy limits.

We may do so by letting you know at least 45 days before the expiration date of the Policy.

- (2) We shall be entitled to collect any additional premium required to keep the Policy in effect during this period.

However, this provision (6.a.(2).) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the extension.

- (3) If the conditions described in Paragraph 6.a.(1) do not apply, we may elect not to renew this Policy by providing written notice at least 120 days before the expiration date of this Policy.

b. We will not nonrenew this Policy:

- (1) On the basis of property insurance claims that are the result of an Act of God, unless we can demonstrate, by claims frequency or otherwise, that the "insured" has failed to take action reasonably necessary as requested by us to prevent recurrence of damage to the insured property;

- (2) On the basis of a single claim which is the result of water damage, unless we can demonstrate that the "insured" has failed to take action reasonably requested by us to prevent a future similar occurrence of damage to the insured property;

- (3) On the basis of filing of claims for loss caused by sinkhole damage, unless:

- (a) The total of such property claim payments equals or exceeds the policy limits of coverage for the policy in effect on the date of loss; or

- (b) You have failed to repair the structure in accordance with the engineering recommendations upon which any loss payment or policy proceeds were based;

- (4) On the basis of a lawful use, possession or ownership of a firearm or ammunition by an "insured" or members of the "insured's" household; or

- (5) On the basis of credit information available in public records.

c. If the date of nonrenewal becomes effective during a hurricane occurrence:

All other provisions of this policy apply.

- (1) The expiration date of this Policy will not become effective until the end of the hurricane occurrence;
- (2) We shall be entitled to collect additional premium for the period the Policy remains in effect.

However, this provision (6.c.) does not apply if you have obtained replacement coverage with respect to the damaged property, and the coverage is in effect for a claim occurring during the duration of the hurricane occurrence.

- d. We may nonrenew this Policy after giving at least 45 days' notice if the Florida Office of Insurance Regulation determines and approves of our plan that early nonrenewal of some or all of our policies is necessary to protect the best interests of the policyholders due to our financial condition, lack of adequate reinsurance coverage for hurricane risk or other relevant factors.

8. Subrogation

The following sentence is added to the first paragraph of this condition:

However, we waive any rights of recovery against the corporation or association of property owners of the condominium where the "residence premises" is located.

10. Renewal Notification

If we elect to renew this policy, we will let you know, in writing:

- a. Of our decision to renew this policy; and
- b. The amount of renewal premium payable to us.

This notice will be delivered to you or mailed to you at your mailing address shown in the Declarations at least 45 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

11. Notification Regarding Access

If we require access to an "insured" or claimant or to the insured property that is the subject of a claim, we must provide at least 48 hours' notice to you or the claimant, or your or the claimant's public adjuster or legal representative, before scheduling a meeting with you, the "insured" or the claimant or prior to conducting an on-site inspection of the insured property. You or the claimant may deny access to the property if the notice has not been provided or may waive the 48-hour notice.

HOMEOWNERS
VRU HO HDE 012 01

HURRICANE DEDUCTIBLE ENDORSEMENT

For the premium charged, we will pay only that portion of the total of the loss for all Section I coverages that exceeds the Hurricane Deductible shown on the Declarations page for "hurricane losses". Such deductible applies regardless of any other cause or event contributing concurrently or in any sequence to the loss. No other deductible provision in the policy applies to "hurricane losses".

"Hurricane loss(es)" means any loss resulting from the peril of windstorm caused by a hurricane during any period:

- Beginning when a hurricane watch or hurricane warning is issued for any portion of Florida by the National Hurricane Center of the National Weather Service;
- Remaining in effect for as long as hurricane conditions exist anywhere in the state of Florida; and
- Ending 72 hours after any hurricane watch or hurricane warning has been discontinued for all counties of the state of Florida by the National Hurricane Center of the National Weather Service.

"Windstorm(s)" means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a hurricane which results in direct physical loss or damage to property. The National Hurricane Center of the National Weather Service published data shall be the source used to identify if such windstorm is caused by or results from a hurricane.

Calendar Year Hurricane Deductible

The hurricane deductible shown in the Declarations applies for direct physical loss or damage to covered property caused by all "windstorms" as defined above. A hurricane percentage deductible is determined by applying the percentage to the Coverage A Dwelling limit of liability at the time of loss.

In the event of a single "hurricane loss", we will pay only that part of the total of all losses or damages payable under Section I that exceeds the hurricane deductible shown in the Declarations. The hurricane deductible shown in the Declarations applies on a calendar year basis.

If there are "windstorm" losses in a calendar year on more than one policy issued by the same insurer or an insurer in the same insurer group, the hurricane deductible shall be the highest amount stated in any one of the policies.

If you had a "windstorm" loss under the prior policy during the same calendar year and you lower your hurricane deductible under a new or renewal policy, the lower hurricane deductible will not apply until January 1 of the following calendar year.

If there was a "windstorm" loss for a prior "windstorm" or "windstorms" during the calendar year, we may apply a deductible to the subsequent "windstorm" that is the greater of:

- The remaining amount of the hurricane deductible; or
- The amount of the deductible that applies to all other perils.

The remaining dollar amount of the calendar year hurricane deductible is determined by subtracting the actual deductible(s) applied to all previous windstorm losses caused by hurricane during the calendar year from the calendar year "hurricane" deductible that is in effect at the time of the loss.

In the event you should have any "windstorm" loss which is less than your hurricane deductible, you must report the loss to us so that such losses may be applied to subsequent "windstorm" claims during the same calendar year.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to the endorsement.

HOMEOWNERS
VRU HO CGC 012 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CATASTROPHIC GROUND COVER COLLAPSE COVERAGE

DEFINITIONS

The following definitions are added:

1. "Catastrophic ground cover collapse" means geological activity that results in all of the following:
 - a. The abrupt collapse of ground cover;
 - b. A depression in the ground cover clearly visible to the naked eye;
 - c. "Structural damage" to the "principal building", including the foundation; and
 - d. The insured structure being condemned and ordered to be vacated by the governmental agency authorized by law to issue such an order for that structure.
2. "Primary structural member" means a structural element designed to provide support and stability for the vertical or lateral loads of the overall structure.
3. "Primary structural system" means an assemblage of "primary structural members".
4. "Principal building" means the primary residential structure at the insured location that is listed on the Declarations and covered under Coverage A - Dwelling. This definition does not extend to any structures that are attached to the livable square footage of this stand-alone structure, including, but not limited to:
 - a.driveways;
 - b.sidewalks;
 - c.pavers;
 - d.curbing;
 - e.edging;
 - f.patios;
 - g.porches;
 - h.decks;
 - i.swimming pools and their decking;
 - j.screened enclosures of any type of construction;
 - k.greenhouses;
 - l.barns;
 - m.storage buildings;
 - n.sheds;
 - o.gazebos;

p.pergolas;

q.irrigation systems whether above or below the ground;

r.fences;

s.flagpoles; or

t.satellite receivers and antennas,

unless the structure is under the same roofline or foundation line and depth as the "principal building."

The following are not covered unless the systems are required for legal habitation of the "principal building" and there is "structural damage" to the "principal building":

a.Water wells;

b.water storage tanks;

c.pumping equipment;

d.plumbing from water well to the "principal building";

e.water conditioning and/or filtration systems; and

f.any other types of well or water storage tanks.

5. "Sinkhole" means a landform created by subsidence of soil, sediment, or rock as underlying strata are dissolved by groundwater. A "sinkhole" forms by collapse into subterranean voids created by dissolution of limestone or dolostone or by subsidence as these strata are dissolved.

6. "Sinkhole activity" means settlement or systematic weakening of the earth supporting the "principal building" only if the settlement or systematic weakening results from contemporaneous movement or raveling of soils, sediments, or rock material into subterranean voids created by the effect of water on limestone or similar rock formations.

7. "Structural damage" means a "principal building", regardless of the date of its construction, has experienced the following:

- a. Interior floor displacement or deflection in excess of acceptable variances as defined in ACI 117-90 or the Florida Building Code, which results in settlement-related damage to the interior such that the interior building structure or members become unfit for service or represents a safety hazard as defined within the Florida Building Code;
 - b. Foundation displacement or deflection in excess of acceptable variances as defined in ACI 318-95 or the Florida Building Code, which results in settlement-related damage to the "primary structural members" or "primary structural systems" that prevents those members or systems from supporting the loads and forces they were designed to support to the extent that stresses in those "primary structural members" or "primary structural systems" exceeds one and one-third the nominal strength allowed under the Florida Building Code for new buildings of similar structure, purpose, or location;
 - c. Damage that results in listing, leaning, or buckling of the exterior load-bearing walls or other vertical "primary structural members" to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base as defined within the Florida Building Code;
 - d. Damage that results in the building, or any portion of the building containing "primary structural members" or "primary structural systems," being significantly likely to imminently collapse because of the movement or instability of the ground within the influence zone of the supporting ground within the sheer plane necessary for the purpose of supporting such building as defined within the Florida Building Code; or
 - e. Damage occurring on or after October 15, 2005, that qualifies as "substantial structural damage" as defined in the Florida Building Code.
3. Damage consisting merely of the settling or cracking of a foundation, structure or building does not constitute a loss resulting from a "catastrophic ground cover collapse".
 4. If the "principal building" suffers a "catastrophic ground cover collapse", you must repair such damage or loss in accordance with our professional engineer's recommended repairs. However, if our professional engineer determines that the repair cannot be completed within policy limits, we will pay the lesser of the cost to complete the repairs recommended by our professional engineer or tender the policy limits to you.
 5. "Catastrophic ground cover collapse" coverage is restricted to only the "principal building". When **Coverage B – Other Structures** is included in the policy, it is not covered for direct physical loss caused by a "catastrophic ground cover collapse".

(5. applies to Form HO 00 03 only)

This peril does not increase the limit of liability applying to the covered property.

The SECTION I – Earth Movement and Settlement exclusion 1.b. (Exclusion 2. in HO 00 06) does not apply to this peril.

SECTION I – EXCLUSIONS

The following is added to 11. Existing Damage:

- c. Visible physical or "structural damage" caused by "sinkhole activity" occurring prior to the inception of this policy.

(This is Exclusion 1.k. in Form HO 00 03)

SECTION I – CONDITIONS

3. Loss Settlement paragraph b.(6) (paragraph b.(3) in HO 00 06) is added as follows.

- (6) In the event of loss due to "catastrophic ground cover collapse"

- (a) You may not accept a "rebate" from any person performing the repairs. If you do receive a "rebate", coverage is void and you must refund the amount of the rebate to us. "Rebate" means a remuneration, payment, gift, discount, or transfer of any item of value to the policyholder by or on behalf of a person performing the repairs specified in this coverage as an incentive or inducement to obtain repairs performed by that person.

All other provisions of this policy apply.

SECTION I – PERILS INSURED AGAINST

The following is added to SECTION I – PERILS INSURED AGAINST:

"Catastrophic Ground Cover Collapse" Coverage

1. We insure for direct physical loss to property covered under SECTION I caused by the peril of "catastrophic ground cover collapse".
2. **Coverage C – Personal Property** applies if there is a direct physical loss resulting from a "catastrophic ground cover collapse", unless the loss is excluded elsewhere in this policy.

HOMEOWNERS
VRU HO DRF 012 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TO REPORT A LOSS OR CLAIM CALL <844.878.2567>

DIRECT REPAIR PROGRAM

The Program described in this "Endorsement" allows us at our option and with your consent to provide a "Contractor(s)" who will make covered repairs to your dwelling and other structures, covered under Coverage A or B, when damage or loss is from a covered peril as described in your Policy.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in SECTION I – CONDITIONS, Condition 2. Your Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the repair, replacement or rebuilding process provided under this "Endorsement", you may directly contact a claim representative at the telephone number provided to you, or call our toll free Call-Center at <1.800.779.4259> and a representative will be available to discuss your concerns.

CONSENT

At our option and with your consent to participate in the Direct Repair Program (e.g. the Program), the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we exercise our option to utilize the Program and you provide another consent as described above.

AGREEMENT

The following is added:

In the event of a direct physical loss to property covered under Coverage A or Coverage B located on the "residence premises", we will at our option and with your consent provide you an estimate of covered loss and a "Contractor" to repair, replace or rebuild the damaged property included in the estimate of covered loss, as provided under this "Endorsement" and your Policy.

1. The Program will include an original estimate of covered loss we or the "Contractor" provide as described above and as necessary, a revised estimate(s) describing any additional covered loss or damages discovered during the repair, replacement or rebuilding of property covered under Coverage A or Coverage B that are not included in the original estimate of covered loss. Together, they are your estimate of covered loss.

2. Regarding covered loss or damage to property covered under Coverage A or Coverage B, the following applies:

a. As a participant in the Program under this "Endorsement", you will enter directly into a contract with the "Contractor" for the repairs, replacement or rebuilding of the damaged property covered under Coverage A or Coverage B included in the estimate of covered loss that we or the "Contractor" provide you under this "Endorsement".

b. Payment under the contract described in paragraph 2.a. above will be made to the "Contractor" as described in SECTION I – CONDITIONS, Condition 10. Loss Payment, for the repairs, replacement or rebuilding of damaged property covered under Coverage A or Coverage B in the estimate of covered loss, less any applicable deductible.

3. Any dispute between you and us, regarding amount of covered loss which includes scope of damages of property covered under Coverage A or B in the estimate of covered loss provided to you under this "Endorsement", is subject to SECTION I – CONDITIONS, Condition 6.b. concerning appraisal found in VRU HO SP. The Appraisal may be requested by you or by us.

4. This "Endorsement" does not increase the limit of liability or any other limit that applies to the covered property.
However, if at our option we offer and you consent to participate in the Program, or prior either to your incurring any costs for covered repairs or your starting any covered repairs, you request and we do not offer the Program to you, the \$10,000 limit on coverage set forth in paragraphs **f(7)** and **f(9)** in **VRU HO SP** under Section I – Perils Insured Against, **A. Coverage A – Dwelling And Coverage B – Other Structures** does not apply.
5. In the event the \$10,000 limit on coverage does not apply, the Coverage A Limit Of Liability or Coverage B Limit Of Liability, applicable to the damaged covered property, is the most we will pay as provided in your Policy.
6. This "Endorsement" gives a 10% credit on the All Other Perils deductible, shown in your declarations. However, the 10% credit does not apply if you do not give your consent.

DEFINITIONS

The following definition is added:

The term "Endorsement" shall mean "form **VRU HO DRF**."

The following definition is added regarding the repair, replacement or rebuilding of property covered under Coverage A or Coverage B made by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by Velocity Risk Underwriters to provide the repair, replacement or rebuilding of property covered under Coverage A or B and the estimate of covered loss under this "Endorsement".

SECTION I – CONDITIONS

Condition 2. Your Duties After Loss

The following paragraphs are added to 2. Your Duties After Loss in **VRU HO SP**:

Your duties under Condition 2. Your Duties After Loss in **VRU HO SP** apply, whether under this "Endorsement" you or your representative:

1. Notify us or the "Contractor" to stop repairs, replacement or rebuilding of property covered under Coverage A or B;
2. Prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage A or B, or
3. Have another party perform or contract to perform a duty on your behalf.

Our option and your consent to participate in the Program provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

Condition 3. Loss Settlement

The following paragraphs are added to Condition 3. Loss Settlement in **VRU HO SP** regarding the repair, replacement or rebuilding of property covered under Coverage A or Coverage B under this "Endorsement":

If the "Contractor" provides under this "Endorsement", repairs, replacement or the rebuilding of property covered under Coverage A or Coverage B for covered loss or damage caused by a peril insured against, Condition 3. Loss Settlement paragraph **3(4)** in **VRU HO SP** will not apply.

For all remaining loss or damage that is not repaired, replaced or rebuilt under this "Endorsement", this "Endorsement" is not applicable and all other provisions of your Policy apply.

Condition 6. Mediation or Appraisal

The following paragraphs are added to Condition 6. Mediation or Appraisal in **VRU HO SP** regarding the repair, replacement or rebuilding of property covered under Coverage A or Coverage B under this "Endorsement":

- c. For purposes of this "Endorsement", Appraisal

shall address any dispute between you and us as to amount of covered loss which includes scope of damages.

Our payment obligation under any appraisal award is the cost determined by the "Contractor" in the revised estimate of loss prepared by the "Contractor" in response to the Appraisal award.

d. For a dispute regarding the amount of covered loss which includes scope of damages, you or we must first give the other an opportunity to seek resolution through Appraisal before a suit may be filed related to this "Endorsement", subject to paragraph c. above.

e. Paragraphs c. and d. above apply only to the resolution of disputes, regarding the repair, replacement or rebuilding of damaged covered property under Coverage A or B, that are included in the scope of damages of covered loss provided under this "Endorsement".

For resolution of other disputes, SECTION I – CONDITIONS, Condition 6.b. concerning appraisal in VRU HO SP is available in accordance with its provisions.

Condition 9. Our Option

The following paragraphs are added to Condition 9. Our Option in VRU HO SP regarding the repair, replacement or rebuilding of property covered under Coverage A or Coverage B under this "Endorsement":

Your consent to participate in the Program under this "Endorsement" constitutes, for the loss or damage you have reported to us, your waiver of our requirement to provide you written notice within 30 days after we receive your signed, sworn proof of loss.

Condition 9. Our Option, in VRU HO SP do not apply to the repairs, replacement or rebuilding of property covered under Coverage A or B in the estimate of covered loss we or the "Contractor" provide you under this "Endorsement".

We will make payment as described in Condition 10. Loss Payment in VRU HO SP for the total of repairs, replacement or rebuilding of property covered under Coverage A or B included in the estimate of covered loss, less any applicable deductible.

SECTION I AND II – CONDITIONS

Condition 11. Notification Regarding Access

The following is added to Condition 11. Notification Regarding Access in VRU HO SP as regards this "Endorsement".

Our offer and your consent to participate in this DIRECT REPAIR PROGRAM requires our agreement to a mutual schedule with you and your permission for Velocity Risk Underwriters, its designated representative(s) and the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the repairs, replacement or rebuilding of property covered under Coverage A or B provided under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

WITHDRAW AND TERMINATION OF CONSENT

1. If you have consented to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any contract(s) or authorization(s) provided by the "Contractor" for the repairs, replacement or rebuilding of property covered under Coverage A or B included in the estimate of covered loss we or the "Contractor" provide to you under this "Endorsement".

2. If you or your representative notify us or the "Contractor" to stop providing or completing the repairs, replacement or rebuilding of property covered under Coverage A or B in the estimate of covered loss, or you or your representative prevent the "Contractor" from providing or completing the repairs, replacement or rebuilding of property covered under Coverage A or B in the estimate of covered loss, we or the "Contractor" provide to you under this "Endorsement", this constitutes termination of your consent to the services provided under this "Endorsement".

3. Upon the withdraw or termination of your consent, this "Endorsement" no longer applies and all other provisions of your Policy apply. Additionally in this event, the following also applies:
- a. All duties required under SECTION I – CONDITIONS, Condition 2. Your Duties After Loss in **VRU HO SP** will apply.
 - b. Upon your termination, SECTION I – CONDITIONS, Condition 9. Our Option in **VRU HO SP** will apply to other covered loss not included in the estimate of covered loss described above and will also apply to any other claim or loss that you report to us and is not part of the consent you provided under this "Endorsement".
 - c. You will be responsible for the deductible described under SECTION I – CONDITIONS, Condition 21. Deductible in **VRU HO SP**. In no event will you be responsible for paying more than one deductible in any one loss.

HOMEOWNERS
VRU HO EWR 012 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
TO REPORT A LOSS OR CLAIM CALL <844.878.2567>

EMERGENCY WATER REMOVAL SERVICES

The services described in this "Endorsement" allow us at our option and with your consent to provide a "Contractor(s)" who will provide necessary reasonable emergency water removal services, as described below, solely to protect your covered property under Coverage A, Coverage B and Coverage C from further damage.

Your Policy has specific requirements about notifying us in the event of direct physical loss or damage to property, which are found in SECTION I –CONDITIONS, Condition 2. Your Duties After Loss.

Should you have concerns regarding your "Contractor" at any time during the process of emergency water removal provided under this "Endorsement", you may directly contact a claim representative at the telephone number provided to you, or call our toll free Call-Center at <1.800.779.4259> and a representative will be available to discuss your concerns.

CONSENT

At our option and with your consent to participate in the services provided under this "Endorsement", the following provisions of the Policy are either added or amended.

Your consent provided on or after reporting a claim of loss or damage and the provisions of this "Endorsement" are only for that reported claim of loss or damage.

The provisions of this "Endorsement" do not apply to any subsequent claim of loss or damage, unless we opt to participate in the services provided under this "Endorsement" and you provide another consent as described above.

AGREEMENT

The following is added:

In the event of a direct physical loss to property covered under Coverage A, Coverage B or Coverage C located on the "residence premises" caused by accidental discharge or overflow of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system or household appliance, we will dispatch a "Contractor" of our choice to provide only necessary reasonable emergency water extraction and drying services solely to protect property from further damage, as provided under this "Endorsement".

The following apply:

1. The services provided under this "Endorsement" are limited to only necessary reasonable emergency water extraction and drying services made solely to protect property from further damage.

2. Subject to the terms of this "Endorsement", the limited services under 1. above are also provided when, as described in and covered under paragraph f under SECTION I –PERILS INSURED AGAINST in VRU HO SP. Coverage A –Dwelling And Coverage B – Other Structures and as described in and covered under SECTION I - PERILS INSURED AGAINST in HO 00 03, Peril 12., direct physical loss to property covered under Coverage A, Coverage B or Coverage C located on the "residence premises" is caused by:

- a. Constant or repeated seepage or leakage of water or steam; or
- b. The presence or condensation of humidity, moisture or vapor.

3. The services provided under this "Endorsement" do not include any replacement, repair or the rebuilding of the dwelling or other structures and do not include any replacement, repair or the rebuilding of the dwelling or other structures necessary to perform the emergency water extraction and drying services.

When such replacement, repair or the rebuilding is necessary, all other provisions of your Policy apply.

4. SECTION I – CONDITIONS, Condition 9. Our Option in VRU HO SP does not apply to the services we or the "Contractor" provide under this "Endorsement".

5. Your deductible does not apply to the services provided under this "Endorsement".

6. Any payment for emergency water removal services provided under this "Endorsement" will not be deducted from the \$3,000 limit under SECTION I - ADDITIONAL COVERAGES 2.a. Reasonable Emergency Measures and will not be deducted from the \$10,000 limit on coverage under SECTION I - PERILS INSURED AGAINST Coverage A - Dwelling And Coverage B - Other Structures paragraphs f.(7) and f.(9), in VRU HO SP.

All other covered emergency water removal services not provided under this "Endorsement", after application of any applicable deductible, will be included in and limited to the \$3,000 limit under SECTION I - ADDITIONAL COVERAGES 2.a. Reasonable Emergency Measures which will be deducted from the \$10,000 limit on coverage provided in paragraph f.(7) and f.(9) under SECTION I - PERILS INSURED AGAINST Coverage A - Dwelling And Coverage B - Other Structures.

7. This "Endorsement" does not increase any limit of liability applicable to the damaged covered property.
8. We will make payment directly to the "Contractor" as described in SECTION I - CONDITIONS, Condition 10. Loss Payment in VRU HO SP for services the "Contractor" provides under this "Endorsement".
9. Any services provided under this "Endorsement" for loss or damage that is not covered under your Policy does not cause or create coverage.

DEFINITIONS

The following definition is added:

The term "Endorsement" shall mean "form VRU HO EWR."

The following definition is added regarding the services provided by the "Contractor" under this "Endorsement":

"Contractor" means a person, entity or company, including their employees, agents, representatives and general or specialty contractors who is a member of the network engaged by <National Specialty> to provide the services under this "Endorsement".

SECTION I - CONDITIONS

Condition 2. Your Duties After Loss

The following paragraphs are added to Condition

2. Your Duties After Loss in VRU HO SP:

Your duties under Condition 2. Your Duties After Loss in VRU HO SP apply, whether under this "Endorsement" you or your representative:

1. Prevent the "Contractor" from providing or completing the services, or
2. Have another party perform or contract to perform a duty on your behalf.

The services provided under this "Endorsement" are not a loss inspection. All conditions stipulated in SECTION I - CONDITIONS, Condition 2. Your Duties After Loss, paragraph 2.e.(1) in VRU HO SP apply.

Our option and your consent to participate in the services provided under this "Endorsement" are material parts of this "Endorsement". Under no circumstances does this "Endorsement" relieve you or us of any duties and obligations under the Policy not specifically amended, added or deleted in this "Endorsement".

SECTION I AND II - CONDITIONS

Condition 11. Notification Regarding Access

The following is added to Condition 11. Notification Regarding Access in VRU HO SP as regards this "Endorsement".

Our offer and your consent to participate in the EMERGENCY WATER REMOVAL SERVICES "Endorsement" requires our agreement to a mutual schedule with you and your permission for <National Specialty>, its designated representative(s) and the "Contractor" to enter the "Residence Premises" at the address designated in your Declarations as the Location of Residence Premises, for the purpose of inspecting your loss and providing the services under this "Endorsement".

If there is no permission or agreement, this "Endorsement" does not apply and all other provisions of your policy apply.

TERMINATION OF CONSENT

1. If you have consented to participate in this "Endorsement", you may withdraw your consent by notifying us any time prior to you signing any authorization(s) provided by the "Contractor" for emergency water removal services. In this event, the "Endorsement" is no longer applicable, and all other provisions of your Policy apply.
2. If you or your representative notify us or the "Contractor" to stop providing the services or you or your representative prevent the "Contractor" from providing or completing the services, this constitutes termination of your consent to the services provided under this "Endorsement".
In this event, this "Endorsement" no longer applies, and instead all other provisions of your Policy apply. Additionally, the following also applies:
 - a. All duties required under SECTION I – CONDITIONS, Condition 2. Your Duties After Loss in **VRU HO SP** will apply, which may include water removal if needed. However, we will make payment directly to the "Contractor" as described in SECTION I - CONDITIONS, Condition 10. Loss Payment in **VRU HO SP** for any services the "Contractor" provides under this "Endorsement".
 - b. The deductible described under SECTION I – CONDITIONS, Condition 21. Deductible in **VRU HO SP** will apply, except we will not apply a deductible to any part of our loss settlement with you that represents the payment we make to the "Contractor" for the services the "Contractor" provides under this "Endorsement".

POLICY PROVISIONS

The following are added:

This "Endorsement" does not cover any services you or your representative obtain from other providers or contractors. Instead all other provisions of your Policy apply regarding the services you or your representative obtain from other service providers or contractors.

We will make payment directly to the "Contractor" as described in SECTION I - CONDITIONS, Condition 10. Loss Payment in **VRU HO SP** for services the "Contractor" provides under this "Endorsement".

HOMEOWNERS
VRU HO LFM 012 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED FUNGI, MOLD, WET OR DRY ROT, OR BACTERIA COVERAGE ENDORSEMENT

Section I - Property Coverage Limit of Liability for the Additional Coverage "Fungi", Mold, Wet Or Dry Rot, Or Bacteria	* <\$> Each Covered Loss * <\$> Policy Aggregate
Section II - Coverage E Aggregate Sublimit of Liability for "Fungi", Mold, Wet Or Dry Rot, Or Bacteria	* <\$>

* Entries may be left blank if shown Policy Declarations for this coverage.

DEFINITIONS

The following definition is added:

1. "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents, or by-products produced or released by fungi.
2. Under Section II, this does not include any fungi that are on, or are contained in, a good or product intended for consumption.

SECTION I-PROPERTY COVERAGES

ADDITIONAL COVERAGES

The following Additional Coverage is added:

"Fungi", Mold, Wet Or Dry Rot, Or Bacteria

1. We will pay up to the amount stated in the above schedule for Limit of Liability for "Fungi" Coverage for:
 - a. The total of all loss payable under Section I - Property Coverages caused by or resulting directly or indirectly from "fungi", mold, wet or dry rot, or bacteria;
 - b. The cost to remove "fungi", mold, wet or dry rot, or bacteria from property covered under Section I-Property Coverages.
 - c. The cost to tear out and replace any part of the building or other covered property as needed to gain access to the "fungi", mold, wet or dry rot, or bacteria; and
 - d. The cost of testing of air or property to confirm the absence, presence or level of "fungi", mold, wet or dry rot, or bacteria whether performed prior to, during or after removal, repair, restoration or replacement. The cost of such testing will be provided only to the extent that there is a reason to believe that there is the presence of "fungi", mold, wet or dry rot, or bacteria.

2. The coverage described in a. only applies when such loss or costs are a result of a Peril Insured Against that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at and after the time the Peril Insured Against occurred.

3. The **Each Covered Loss** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage resulting from any one covered loss; and

The **Policy Aggregate** amount shown in the Schedule for this coverage is the most we will pay for the total of all loss or costs payable under this Additional Coverage for all covered losses, regardless of the number of locations insured under this endorsement or number of claims made.

4. If there is covered loss or damage to covered property, not caused, in whole or in part, by "fungi", mold, wet or dry rot, or bacteria, loss payment will not be limited by the terms of this Additional Coverage, except to the extent that "fungi", mold, wet or dry rot, or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Additional Coverage.

This coverage does not increase the limit of liability applying to the damaged covered property.

SECTION I – EXCLUSIONS

The following Exclusion is added:

"Fungi", Mold, Wet or Dry Rot, Or Bacteria

"Fungi", mold, wet or dry rot, or bacteria meaning the presence, growth, proliferation, spread or any activity of "fungi", mold, wet or dry rot or bacteria.

This Exclusion does not apply:

- a. When "fungi", mold, wet or dry rot, or bacteria results from fire or lightning; or
- b. To the extent coverage is provided for in the "Fungi", Mold, Wet Or Dry Rot, Or Bacteria Additional Coverage under Section I - Property Coverages with respect to loss caused by a Peril Insured Against other than fire or lightning.

Direct loss by a Peril Insured Against resulting from "fungi", mold, wet or dry rot, or bacteria is covered.

SECTION II – LIABILITY CONDITIONS

Condition 1. Limit of Liability is deleted and replaced by the following:

1. Limit of Liability

Our total liability under Coverage E for all damages resulting from any one "occurrence" will not be more than the Coverage E limit of liability shown in the Declarations. All "bodily injury" and "property damage" resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one "occurrence".

However, our total liability under Coverage E for the total of all damages arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", mold, wet or dry rot, or bacteria will not be more than the Section II-Coverage E Aggregate Sublimit of Liability for "Fungi", Mold, Wet or Dry Rot, or Bacteria. That Sublimit is the amount shown in the Schedule. This is the most we will pay regardless of the:

- a. Number of locations insured under the policy to which this endorsement is attached;
- b. Number of persons injured;
- c. Number of persons whose property is damaged;
- d. Number of "insureds"; or
- e. Number of "occurrences" or claims-made.

This Sublimit is within, but does not increase, the Coverage E limit of liability. It applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations.

With respect to damages arising out of "Fungi", Mold, Wet or Dry Rot, or Bacteria described in 1. Limit of Liability of this endorsement, Condition 2. Severability of Insurance is deleted and replaced with the following:

2. Severability of Insurance

This insurance applies separately to each "insured" except with respect to the Aggregate Sublimit of Liability described in this endorsement under Section II -Conditions 1. Limit of Liability. This condition will not increase the limit of liability for this coverage.

SECTION I AND II – CONDITIONS

Condition 1. **Policy Period** is deleted and replaced by the following:

1. Policy Period

This policy applies only to loss or costs in Section I or "bodily injury" or "property damage" in Section II, which occurs during the policy period.

All other policy provisions apply.

**HOMEOWNERS
VRU HO LSE 012 01**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED SCREENED ENCLOSURE AND CARPORT COVERAGE

For additional premium, we insure for direct physical damage caused by "hurricane loss" only to those items below:

- a. Aluminum framing for screened enclosures permanently attached to the main dwelling; and
- b. Aluminum framed carports permanently attached to the main dwelling.

This coverage does not increase the limit of liability for Coverage A.

CONDITIONS

Loss Settlement. Losses are settled at Actual Cash Value. We will pay no more than the least of the following amounts:

- Cost to repair damage to covered property
- Actual cash value at the time of loss
- The limit of liability shown on your declarations page for this coverage

Ordinance or Law Coverage does not apply to coverage provided by this endorsement. Actual cash value loss settlement provided by this endorsement may result in you incurring significant out-of-pocket expense to replace your damaged property.

The deductible for this coverage will be the same as the applicable deductible on the policy.

All other provisions of this policy apply.

HOMEOWNERS
HO 04 35 04 91

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LOSS ASSESSMENT COVERAGE

1. Increased Limit – Residence Premises

Location of Unit*

Limit of Liability*

For an additional premium, the limit of liability for Section I Additional Coverage 7 and Section II Additional Coverage 4, Loss Assessment, is increased to:

**Increase in Limit
of Liability***
\$

**Total Limit of
Liability***
\$

SPECIAL LIMIT – We will not pay more than \$1,000 of your assessment that results from a deductible in the policy of insurance purchased by a corporation or association of property owners.

SPECIAL LIMIT – We will not pay more than \$1,000 of your assessment per unit that results from a deductible in the policy of insurance purchased by a corporation or association of property owners.

2. Additional Locations

For an additional premium, we agree to pay, up to the limit of liability listed below, your share of covered loss assessments as described in Section I Additional Coverage 7 and Section II Additional Coverage 4 of the policy, arising out of the premises listed below.

Section II – Coverage E – Personal Liability Exclusion 2.a.(1) does not apply to this coverage.

*Entries may be left blank if shown elsewhere in this policy for this coverage.

All other provisions of this policy apply.

HOMEOWNERS
VRU HO NDC 012 01

**NO SECTION II – LIABILITY COVERAGES FOR
HOME DAY CARE BUSINESS
LIMITED SECTION I – PROPERTY COVERAGES FOR
HOME DAY CARE BUSINESS**

If an "insured" regularly provides home day care services to a person or persons other than "insureds" and receives monetary or other compensation for such services, that enterprise is a "business." Mutual exchange of home day care services, however, is not considered compensation. The rendering of home day care services by an "insured" to a relative of an "insured" is not considered a "business."

Therefore, with respect to a home day care enterprise which is considered to be a "business," this policy:

1. Does not provide **Section II – Liability Coverages** because a "business" of an "insured" is excluded under exclusion **1.b.** of Section II – Exclusions;
2. Does not provide **Section I – Coverage B** coverage where other structures are used in whole or in part for "business";
3. Limits coverage for property used on the "residence premises" for the home day care enterprise to \$2,500, because **Coverage C – Special Limits of Liability** – item **8.** imposes that limit on "business" property on the "residence premises."
4. Limits coverage for property used away from the "residence premises" for the home day care enterprise to \$250, because **Coverage C – Special Limits of Liability** – item **9.** imposes that limit on "business" property away from the "residence premises." Special Limit of Liability item **9.** does not apply to adaptable electronic apparatus as described in Special Limit of Liability items **10.** and **11.**

THIS ENDORSEMENT DOES NOT CONSTITUTE A REDUCTION OF COVERAGE.

HOMEOWNERS
VRU HO OL 012 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ORDINANCE OR LAW COVERAGE

SECTION I – PROPERTY COVERAGES

ADDITIONAL COVERAGES

The following coverage is added:

11. Ordinance Or Law

- a. You may use up to the limit of liability stated in the Policy Declarations that applies to Coverage A for the increased costs you incur due to the enforcement of any ordinance or law which requires or regulates:
 - (1) The construction, demolition, remodeling, renovation or repair of that part of a covered building or other structure damaged by a Peril Insured Against;
 - (2) The demolition and reconstruction of the undamaged part of a covered building or other structure, when that building or other structure must be totally demolished because of damage by a Peril Insured Against to another part of that covered building or other structure; or
 - (3) The remodeling, removal or replacement of the portion of the undamaged part of a covered building or other structure necessary to complete the remodeling, repair or replacement of that part of the covered building or other structure damaged by a Peril Insured Against.
- b. You may use all or part of this ordinance or law coverage to pay for the increased costs you incur to remove debris resulting from the construction, demolition, remodeling, renovation, repair or replacement of property as stated in a. above.
- c. We do not cover:
 - (1) The loss in value to any covered building or other structure due to the requirements of any ordinance or law; or
 - (2) The costs to comply with any ordinance or law which requires any "insured" or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants on any covered building or other structure.
Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, ash, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- d. Enforcement of Ordinance or Law must apply directly to the repair of:
 - (1) That specific part of the dwelling or separate structure which sustained the covered damage; or
 - (2) An undamaged part of the dwelling or a separate structure which is physically necessary in the course of repairs to complete the repair of that part of the dwelling or separate structure which has sustained the covered damage. Physically necessary does not include where Ordinance or Law does not directly apply to the covered damage, but a governmental authority will not approve or permit repair of the covered damage unless you or anyone acting on your behalf also complies with that Ordinance or Law.

This coverage is additional insurance.

(This is Additional Coverage 10. in Form HO 00 06.)

HOMEOWNERS
VRU HO PIN 012 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL INJURY

DEFINITIONS

The following definitions are added:

"Personal injury" means injury arising out of one or more of the following offenses, but only if the offense was committed during the policy period:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, land- lord or lessor;
- d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral, written or electronic publication of material that violates a person's right of privacy.

SECTION II – LIABILITY COVERAGES

COVERAGE E – Personal Liability

The following is added to Coverage E - Personal Liability:

Personal Injury Coverage

If a claim is made or suit is brought against an "insured" for damages resulting from an offense, defined under "personal injury", to which this coverage applies, we will:

1. Pay up to our limit of liability for the damages for which an "insured" is legally liable. Damages include prejudgment interest awarded against an "insured"; and
2. Provide a defense at our expense by counsel of our choice, even if the suit is groundless, false or fraudulent. We may investigate and settle any claim or suit that we decide is appropriate. Our duty to settle or defend ends when our limit of liability for the offense has been exhausted by payment of a judgment or settlement.

SECTION II – EXCLUSIONS

With respect to the coverage provided by this endorsement, **Section II - Exclusions** is deleted and replaced by the following:

This insurance does not apply to:

1. "Personal injury":

- a. Caused by or at the direction of an "insured" with the knowledge or reasonable expectation that the act would violate the rights of another and would inflict "personal injury" even if the resulting "personal injury":
 - (1) Is of a different kind, quality or degree than initially expected or in- tended; or
 - (2) Is sustained by a different person, entity, real or personal property, than initially expected or intended;
- b. Arising out of oral, written or electronic publication of material, if done by or at the direction of an "insured" with knowledge of its falsity;
- c. Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- d. Arising out of a criminal act committed by or at the direction of an "insured";
- e. Arising out of liability assumed by an "insured" under any contract or agreement except any indemnity obligation assumed by an "insured" under a written contract directly relating to the ownership maintenance or use of the premises;
- f. Sustained by any person as a result of an offense directly or indirectly related to the employment of this person by an "insured";
- g. Arising out of or in connection with a "business" conducted from an "insured location" or engaged in by an "insured", whether or not the "business" is owned or operated by an "insured" or employs an "insured". This exclusion applies but is not limited to an act or omission, regardless of its nature or circumstance, involving a service or duty rendered, promised, owed, or implied to be provided because of the nature of the "business".

This exclusion does not apply to:

- (1) The rental or holding for rental of an "insured location";
 - (a) On an occasional basis if used only as a residence;

(b) In part for use only as a residence, unless a single family unit is intended for use by the occupying family to lodge more than two roomers or boarders; or

(c) In part, as an office, school, studio or private garage; and

(2) An "insured" under the age of 21 years involved in a part-time or occasional self-employed "business" with no employees;

h. Arising out of civic or public activities performed for pay by an "insured"

i. To you or an "insured" as defined under Definition 3.a or b.;

This exclusion also applies to any claim made or suit brought against you or an "insured":

(1) To repay; or

(2) Share damages with; or

Another person who may be obligated to pay damages because of "personal injury" to an "insured"; or

j. Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.

k. Arising directly or indirectly, in whole or in part, out of the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi", wet or dry rot, or bacteria; or

l. Arising out of chat rooms, bulletin boards, gripe sites or any other electronic forums if done by or at the direction of an "insured" with knowledge of its falsity.

1. Any loss, cost or expense arising out of any:

a. Request, demand or order that an "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants, "fungi", wet or dry rot, or bacteria; or

b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, clean up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants, "fungi", wet or dry rot, or bacteria.

SECTION II – ADDITIONAL COVERAGES

With respect to the coverage provided by this endorsement, Paragraph 4. **Loss Assessment** is deleted and replaced by the following:

4. We will pay up to \$1,000 for your share of loss assessment charged against you, as an owner or tenant of the "residence premises", during the policy period by a corporation or association of property owners, when the assessment is made as a result of "personal injury" not excluded under this endorsement.

We do not cover assessments charged against you or a corporation or association of property owners by any governmental body.

Regardless of the number of assessments, the limit of \$1,000 is the most we will pay for loss arising out of "personal injury".

SECTION II – CONDITIONS

With respect to the coverage provided by this endorsement, **Section II Conditions 1. Limit Of Liability, 2. Severability of Insurance and 3. Duties After "Loss"** are deleted and replaced by the following:

1. Limit Of Liability

Our total liability under "Personal Injury" Coverage for all damages resulting from any one offense will not be more than the limit of liability shown in the Declarations for Coverage E. This limit is the same regardless of the number of "insureds", claims made or suits brought.

2. Severability Of Insurance

This insurance applies separately to each "insured". This condition will not increase our limit of liability for any one offense.

3. Duties After Offense

In the event of a covered offense, you or another "insured" will perform the following duties that apply. We have no duty to provide coverage under this policy if your failure to comply with the following duties is prejudicial to us. You will help us by seeing that these duties are performed:

a. Give written notice to us or our agent as soon as is practical, which sets forth:

- (1) The identity of the policy and "named insured";
 - (2) Reasonably available information on the time, place and circumstances of the offense; and
 - (3) Names and addresses of any claimants and witnesses;
- b. Cooperate with us in the investigation, settlement or defense of any claim or suit;
 - c. Promptly forward to us every notice, demand, summons or other process relating to the offense
 - d. At our request, help us:
 - (1) To make settlement;
 - (2) To enforce any right of contribution or indemnity against any person or organization who may be liable to an "insured";
 - (3) With the conduct of suits and attend hearings and trials; and
 - (4) To secure and give evidence and obtain the attendance of witnesses.
 - e. No "insured" shall, except at such "insured's" own cost, voluntarily make payment, assume obligation or incur expense other than for first aid to others at the time of the "personal injury".

SECTIONS I AND II – CONDITIONS

With respect to the coverage provided by this endorsement, **Section I and II Conditions, 1. Policy Period** does not apply.

All other provisions of this policy apply.

HOMEOWNERS
HO 23 86 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PERSONAL PROPERTY REPLACEMENT COST LOSS SETTLEMENT – FLORIDA

A. Eligible Property

1. Covered losses to the following property are settled at replacement cost at the time of the loss:
 - a. Coverage C; and
 - b. If covered in this policy:
 - (1) Awnings, outdoor antennas and outdoor equipment; and
 - (2) Carpeting and household appliances; whether or not attached to buildings.
2. This method of loss settlement will also apply to the following articles or classes of property if they are separately described and specifically insured in this policy and not subject to agreed value loss settlement:
 - a. Jewelry;
 - b. Furs and garments:
 - (1) Trimmed with fur; or
 - (2) Consisting principally of fur;
 - c. Cameras, projection machines, films and related articles of equipment;
 - d. Musical equipment and related articles of equipment;
 - e. Silverware, silver-plated ware, goldware, gold-plated ware and pewterware, but excluding:
 - (1) Pens or pencils;
 - (2) Flasks;
 - (2) Smoking implements; or
 - (3) Jewelry; and
 - f. Golfer's equipment meaning golf clubs, golf clothing and golf equipment.

Personal Property Replacement Cost loss settlement will not apply to other classes of property separately described and specifically insured.

B. Ineligible Property

Property listed below is not eligible for replacement cost loss settlement. Any loss will be settled at actual cash value at the time of loss but not more than the amount required to repair or replace.

1. Antiques, fine arts, paintings and similar articles of rarity or antiquity which cannot be replaced.
2. Memorabilia, souvenirs, collectors items and similar articles whose age or history contribute to their value.
3. Articles not maintained in good or workable condition.
4. Articles that are outdated or obsolete and are stored or not being used.

C. Replacement Cost Loss Settlement Condition

The following loss settlement condition applies to all property described in A. above:

1. We will pay no more than the least of the following amounts:
 - a. Replacement cost at the time of loss without deduction for depreciation;
 - b. The full cost of repair at the time of loss;
 - c. The limit of liability that applies to Coverage C, if applicable;
 - d. Any applicable special limits of liability stated in this policy; or
 - e. For loss to any item described in A.2.a. – f. above, the limit of liability that applies to the item.
2. We will settle the loss as follows:
 - a. If the Mobilehome Endorsement is not made a part of this policy, we will settle the loss as noted in Paragraph C.1. above whether or not actual repair or replacement is complete.

b. If the Mobilehome Endorsement is made a part of this policy:

- (1) If the cost to repair or replace the property described in A. above is more than \$500, we will pay no more than the actual cash value of the loss until the actual repair or replacement is complete.

- (2) You may make a claim for loss on an actual cash value basis and then make claim for any additional liability in accordance with this endorsement provided you notify us of your intent to do so within 180 days after the date of loss.

All other provisions of this policy apply.

HOMEOWNERS
VRU HO PAS 012 01

**PREMISES ALARM OR
FIRE PROTECTION SYSTEM**

For a premium credit, we acknowledge the installation of an alarm system or automatic sprinkler system approved by us on the "residence premises." You agree to maintain this system in working order and to let us know promptly of any change made to the system or if it is removed.

While your failure to comply with any of the conditions above will not result in denial of a claim, we reserve the right to discontinue the related premium credit of this endorsement in the event of such a failure.

HOMEOWNERS
VRU HO WBU 012 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER BACK UP AND SUMP OVERFLOW

1. For an additional premium, we insure, up to the amount listed in the Policy Declarations, for direct physical loss, not caused by the negligence of any "insured," to property covered under Section I caused by water, or water-borne material, which:

- a. Backs up through sewers or drains; or

- b. Overflows or is discharged from a:

- (1) Sump, sump pump; or

- (2) Related equipment;

even if such overflow or discharge results from mechanical breakdown. This coverage does not apply to direct physical loss of the sump pump, or related equipment, which is caused by mechanical breakdown.

This endorsement does not increase the limits of liability for Coverages A, B, C or D stated in the policy Declarations.

2. Special Deductible

The following deductible provision replaces any other deductible provision in the policy with respect to loss covered under this endorsement.

We will pay only that part of the loss which exceeds your policy deductible stated on the Declaration Page or \$1,000, whichever is greater. No other deductible applies to this coverage. This deductible does not apply with respect to Coverage D – Loss of Use.

3. Section I – Perils Insured Against

In Form HO 00 03, paragraph 2.e.(2) under Coverage A – Dwelling and Coverage B – Other Structures is deleted, with respect to coverage for loss caused by overflow of sumps, and replaced by the following:

- (2) Latent defect, inherent vice, mechanical breakdown

In Form HO 00 15, this is subparagraph 1.b.(4)(b); in VRU HO6 SCA, this is subparagraph 2.e.(2).

4. Section I – Exclusions

3. **Water Damage** is deleted and replaced by the following:

3. **Water Damage**, meaning

- a. Flood, surface water, waves, including tidal wave and tsunami, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind, including storm surge;

- b. Water which:

- (1) Backs up through sewers or drains; or

- (2) Overflows or is otherwise discharged from a sump, sump pump or related equipment;

as a direct or indirect result of flood; or

- c. Water below the surface of the ground, including water which exerts pressure on, or seeps, leaks or flows through a building, sidewalk, driveway, patio, foundation, swimming pool or other structure; or

- d. Waterborne material carried or otherwise moved by any of the water referred to in 3.a. through 3.c. of this exclusion.

This Exclusion 3. applies regardless of whether any of the above, in 3.a. through 3.d. is caused by an act of nature or is otherwise caused.

This Exclusion 3. applies to, but is not limited to, escape, overflow or discharge, for any reason, of water or waterborne material from a dam, levee, seawall or any other boundary or containment system.

However, direct loss by fire, explosion or theft resulting from any of the above, in 3.a. through 3.d. is covered.

(This is Exclusion 1.c. in Form HO 00 03.)

All other provisions of this policy apply.

EXHIBIT “B”



2928 North McVay Dr.
Mobile, AL 36606

1-800-843-0170
Fax: (251) 478-3257

July 14, 2022

Pinnacle Claim Services, Inc.
Brad Pridemore, P.A.
1191 E. Newport Center Dr., Suite PHJ
Deerfield Beach, FL 33442

Re: Insured: Vanessa Valentin and Francisca Canales
Policy #: VUW-HO-659810
Date of Loss: 11/08/2020
Claim #: VEL22023870
Location: 12420 NW 50th Pl
Coral Springs, FL 33076

Dear Mr. Pridemore:

CNC Catastrophe and National Claims is the Third Party Claims Administrator for Velocity Claims, LLC, acting on behalf of National Specialty Insurance Company ("National Specialty"), administered by Velocity Risk Underwriters, LLC. We have been asked to complete an investigation of the reported loss for the insured property location above.

We have reached the below coverage determination in this claim. Please be advised we did receive your Sworn Proof of Loss and estimate. This letter is our formal acknowledgment in receipt of the Proof of Loss received from you on July 1, 2022 via email. Please be advised we acknowledge receipt of the Proof of Loss. Be advised, however, that NSIC does not agree with the amount of \$105,816.13 set forth in the Proof of Loss, as that amount is not an accurate reflection of the indemnifiable loss covered by this policy and NSIC disagrees with the amount claimed.

We regret to inform you that your policy does not afford coverage for the reported loss, Catastrophe & National Claims ("CNC") assigned Jason P. Melton, P.E. with FCG Associates of Florida LLC to inspect and document the nature and extent of your damages on May 20, 2022. Mr. Melton observed no wind damage to the roof. Overall, the condition of the roof was associated with normal wear and weathering based on its approximate 22-year service life. Mr. Melton observed cracked and replaced tiles. The roof is near the end of its service life. The roof did not exhibit damage consistent with exposure to wind forces associated with any specific storm event, including those on the reported date of loss, November 8, 2020. The cracked tiles were the result of long-term weathering, the application of a concentrated load (i.e., foot traffic, dropped materials or tools, etc.), installation, and/or maintenance deficiencies. The cracked tiles were not caused by exposure to wind forces. The faded stains in the ceiling finish above the dining area represented unrepaired damage caused by historical leaks in the roof assembly which were repaired. The repair did not work. Ongoing moisture infiltration through the failed repair of the roof was responsible for the dark, well-defined stain. The mismatched paint finish above the garage and the black paint-like material applied to the roof sheathing and framing was caused by incorrectly attempted repairs. The blistered portion of the ceiling finish above the

Pursuant to F.S. 817.234: "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of 1 claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."



2928 North McVay Dr.
Mobile, AL 36606

1-800-843-0170
Fax: (251) 478-3257

guest bedroom was consistent with historical moisture exposure that had been repaired. Due to the damage being caused by wear and tear and improper maintenance, there is no coverage for this loss.

Your Policy, **Velocity Homeowners 3 Special Form Policy (HO-3)** is endorsed with the **Special Provisions – Florida endorsement (VRU HO SP 012 03)**, states in pertinent part:

SECTION I – PERILS INSURED AGAINST

COVERAGE A – DWELLING and COVERAGE B – OTHER STRUCTURES

We insure for sudden and accidental direct loss to property described in Coverages A and B only if that loss is a physical loss to covered property. We do not insure, however, for loss:

2. Caused by:

e. Any of the following:

- (1) Wear and tear, marring, deterioration;**
- (2) Inherent vice, latent defect, mechanical breakdown;**

SECTION I – EXCLUSIONS

2. We do not insure for loss to property described in Coverages A and B caused by any of the following. However, any ensuing loss to property described in Coverages A and B not excluded or excepted in this policy is covered.

c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;**
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;**
 - (3) Materials used in repair, construction, renovation or remodeling; or**
 - (4) Maintenance;**
- of part or all of any property whether on or off the "residence premises."

Your claim is now being closed. However, if you wish to make a Supplemental Claim or a Reopened Claim based on additional information which you believe would establish coverage under the policy, please provide notice in accordance with the terms of the policy and send us any additional information you wish for us and National Specialty to consider. Please understand nothing contained in this letter, or in any prior or subsequent communication on behalf of National Specialty, voids, waives, or modifies any provision set forth in the Homeowners Policy issued to you, and all policy provisions are hereby expressly reserved, as well as all provisions of applicable law without exception or waiver.

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CNC CATASTROPHE
& NATIONAL CLAIMS

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Regardless of applicable coverage, the policy requires that the insured protect the property and mitigate any damage. Please refer to "Duties" section in the Conditions portion of your policy to see the specific language on mitigation.

Additionally, we request that, if you believe that we have erred in any fashion in assessing the loss you have presented or if you believe we have omitted any portion of your claimed loss, please forward any additional information that you may have to us as soon as possible.

Please send any future claim documents to VelocityDocuments@CNC-Resource.com. If you have any further questions, you may reach out directly to your desk adjuster Cynthia Alexander at 251-999-6699 CynthiaAlexander@cnc-resource.com, or you may call 251-308-9686 at any time.

Kind Regards,

Jennifer Caine
Claims Supervisor

CC: Vanessa Valentin and Francisca Canalas
12420 NW 50th Pl
Coral Springs, FL 33076

CC: Billiet Insurance Agency
maris@billietagency.net

Pursuant to F.S. 817.234: "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of 3 claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

EXHIBIT “C”


Pinnacle Claim Services, Inc.

Pinnacle Claims Services, Inc.
 1191 East Newport Center Drive
 Suite PHJ
 Deerfield Beach, Fl. 33442
 954-234-2398

Insured: Vanessa Valentin & Francisca Canales
 Property: 12420 NW 50th Pl
 Coral Springs , FL 33076

Claim Rep.: Pinnacle Claim Services Inc. Business: (954) 234-2398
 Business: 1191 East Newport Center Drive Suite PHJ
 Deerfield Beach, FL 33442

Estimator: Pinnacle Claim Services Inc. Business: (954) 234-2398
 Business: 1191 East Newport Center Drive Suite PHJ
 Deerfield Beach, FL 33442

Claim Number: VEL22023870 **Policy Number:** VUW-HO-659810 **Type of Loss:** Wind Damage

Date of Loss: 11/8/2020 12:00 AM Date Received:
 Date Inspected: Date Entered: 6/1/2022 4:17 PM

Price List: FLFL8X_JUN22
 Restoration/Service/Remodel
 Estimate: VANESSA_VALENTIN

This estimate has been prepared to the best of our knowledge with the understanding that there is a possibility of errors and/or omissions. Pinnacle Claim Services, Inc. reserves the right to amend this estimate as need for marker and/or unit-cost change.

This estimate is designed to provide comparative pricing information for restoration, service, and remodel of subject property in accordance with all the standards for compliance set forth by the South Florida Building Code. Any additional findings including, but not limited to, hidden damages or additional damages not seen at the time of this estimate, will be amended and processed by Change Order Format. No warranties on prices, cost, errors, omissions, and/or liability can be assumed by Pinnacle Claim Services, Inc..

**Pinnacle Claim Services, Inc.**

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 1191 East Newport Center Drive
 Suite PHJ
 Deerfield Beach, Fl. 33442
 954-234-2398

VANESSA VALENTIN**Dwelling**

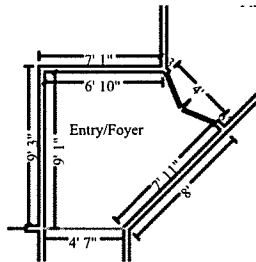
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. R&R Gutter / downspout - aluminum - up to 5"	358.00 LF	7.44	108.76	554.46	3,326.74	(0.00)	3,326.74
Totals: Dwelling			108.76	554.46	3,326.74	0.00	3,326.74

Roof

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
2. Remove Tile roofing - Concrete - "S" or flat tile	47.59 SQ	222.40	0.00	0.00	10,584.02	(0.00)	10,584.02
3. Re-nailing of roof sheathing - complete re-nail	4,759.00 SF	0.41	3.33	0.00	1,954.52	(0.00)	1,954.52
4. Roofing felt - synthetic underlayment - Standard grade	47.59 SQ	55.19	34.58	0.00	2,661.07	(0.00)	2,661.07
5. R&R Drip edge	358.00 LF	4.46	30.32	0.00	1,627.00	(0.00)	1,627.00
6. R&R Flashing - pipe jack - lead	3.00 EA	97.70	8.03	0.00	301.13	(0.00)	301.13
7. Tile roofing - Concrete - "S" or flat tile - w/out felt	54.73 SQ	770.58	678.72	0.00	42,852.56	(0.00)	42,852.56
8. R&R Ridge / Hip / Rake cap - tile roofing	345.00 LF	16.66	167.60	0.00	5,915.30	(0.00)	5,915.30
Totals: Roof			922.58	0.00	65,895.60	0.00	65,895.60

Interior**Entry/Foyer****Height: 14'**

409.53 SF Walls	70.53 SF Ceiling
480.07 SF Walls & Ceiling	70.53 SF Floor
7.84 SY Flooring	28.60 LF Floor Perimeter
33.18 LF Ceil. Perimeter	

**Missing Wall****4' 7" X 14'****Opens into DINING_LIVIN**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Ceiling							
9. Texture drywall - smooth / skim coat	70.53 SF	1.37	0.59	19.44	116.66	(0.00)	116.66
10. Texture drywall - heavy hand texture	70.53 SF	1.01	0.94	14.42	86.60	(0.00)	86.60

VANESSA VALENTIN

6/1/2022

Page: 2

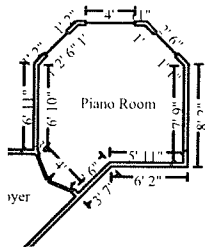


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CONTINUED - Entry/Foyer

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
11. Paint the ceiling - two coats	70.53 SF	0.86	1.23	12.38	74.27	(0.00)	74.27
Walls							
12. Mask per square foot for drywall work	204.77 SF	0.24	0.72	9.96	59.82	(0.00)	59.82
13. Paint the walls - two coats	409.53 SF	1.17	8.03	97.44	584.62	(0.00)	584.62
Baseboard/Trim							
14. R&R Crown molding - 4 1/4"	12.00 LF	6.62	1.83	16.26	97.53	(0.00)	97.53
15. Paint crown molding - two coats	33.18 LF	1.86	0.42	12.42	74.55	(0.00)	74.55
Floors							
16. Floor protection - heavy paper and tape	70.53 SF	0.53	0.35	7.56	45.29	(0.00)	45.29
17. Final cleaning - construction - Residential	70.53 SF	0.27	0.00	3.80	22.84	(0.00)	22.84
Totals: Entry/Foyer			14.11	193.68	1,162.18	0.00	1,162.18



Piano Room

Height: 10'

432.36 SF Walls	124.40 SF Ceiling
556.75 SF Walls & Ceiling	124.40 SF Floor
13.82 SY Flooring	43.24 LF Floor Perimeter
43.24 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
<u>Contents</u>							
18. Inventory, Packing, Boxing, and Moving charge - per hour	4.00 HR	33.65	0.00	26.92	161.52	(0.00)	161.52
19. Contents Evaluation and/or Supervisor/Admin - per hour	2.00 HR	59.09	0.00	23.64	141.82	(0.00)	141.82
20. Content Manipulation charge - per hour	4.00 HR	33.65	0.00	26.92	161.52	(0.00)	161.52
<u>Detach & Reset or Replace</u>							
21. Heat/AC register - Mechanically attached - Detach & reset	1.00 EA	14.85	0.00	2.98	17.83	(0.00)	17.83
22. Window blind - horizontal or vertical - Detach & reset	3.00 EA	36.86	0.00	22.12	132.70	(0.00)	132.70
23. Outlet or switch - Detach & reset	6.00 EA	17.61	0.00	21.14	126.80	(0.00)	126.80
24. Detach & Reset Ceiling fan & light *	1.00 EA	219.19	0.00	43.84	263.03	(0.00)	263.03

Ceiling

**Pinnacle Claim Services, Inc.**

Pinnacle Claims Services, Inc.
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CONTINUED - Piano Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
25. R&R Batt insulation - 10" - R30 - paper / foil faced	32.00 SF	2.01	2.53	13.36	80.21	(0.00)	80.21
26. 5/8" drywall - hung, taped, ready for texture	32.00 SF	2.19	1.28	14.28	85.64	(0.00)	85.64
27. Texture drywall - smooth / skim coat	124.40 SF	1.37	1.05	34.30	205.78	(0.00)	205.78
28. Texture drywall - heavy hand texture	124.40 SF	1.01	1.65	25.46	152.75	(0.00)	152.75
29. Seal the surface area w/latex based stain blocker - one coat	32.00 SF	0.51	0.16	3.30	19.78	(0.00)	19.78
30. Paint the ceiling - two coats	124.40 SF	0.86	2.18	21.84	131.00	(0.00)	131.00
<u>Walls</u>							
31. Mask per square foot for drywall work	216.18 SF	0.24	0.76	10.54	63.18	(0.00)	63.18
32. R&R Rigid foam insulation board - 1"	32.00 SF	1.38	1.50	9.14	54.80	(0.00)	54.80
33. R&R 1/2" drywall - hung, taped, ready for texture	32.00 SF	2.65	1.23	17.20	103.23	(0.00)	103.23
34. Texture drywall - smooth / skim coat	432.36 SF	1.37	3.63	119.18	715.14	(0.00)	715.14
35. Texture drywall - machine - knockdown	432.36 SF	0.56	1.21	48.66	291.99	(0.00)	291.99
36. Seal the surface area w/latex based stain blocker - one coat	32.00 SF	0.51	0.16	3.30	19.78	(0.00)	19.78
37. Paint the walls - two coats	432.36 SF	1.17	8.47	102.88	617.21	(0.00)	617.21
<u>Baseboard/Trim</u>							
38. R&R Crown molding - 4 1/4"	12.00 LF	6.62	1.83	16.26	97.53	(0.00)	97.53
39. Paint crown molding - two coats	43.24 LF	1.86	0.54	16.18	97.15	(0.00)	97.15
<u>Floors</u>							
40. Floor protection - heavy paper and tape	124.40 SF	0.53	0.61	13.30	79.84	(0.00)	79.84
41. Final cleaning - construction - Residential	124.40 SF	0.27	0.00	6.72	40.31	(0.00)	40.31
Totals: Piano Room			28.79	643.46	3,860.54	0.00	3,860.54

**Pinnacle Claim Services, Inc.**

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**Dining/Living Room****Height: 12'**

1210.18 SF Walls	506.79 SF Ceiling
1716.97 SF Walls & Ceiling	506.79 SF Floor
56.31 SY Flooring	105.49 LF Floor Perimeter
92.15 LF Ceil. Perimeter	

Missing Wall	4' 7" X 12'	Opens into ENTRY_FOYER
Missing Wall	3' 4" X 12'	Opens into HALLWAY
Missing Wall	2' 9 1/4" X 12'	Opens into KITCHEN_FAMI
Missing Wall - Goes to Ceiling	2' 4" X 3'	Opens into PANTRY
Missing Wall - Goes to Ceiling	2' 10 7/8" X 3'	Opens into PANTRY
Missing Wall - Goes to Ceiling	7' 1" X 3'	Opens into KITCHEN_FAMI
Missing Wall - Goes to Ceiling	6' 3 1/16" X 3'	Opens into KITCHEN_FAMI

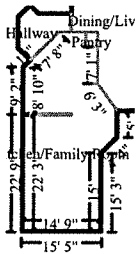
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Contents							
42. Inventory, Packing, Boxing, and Moving charge - per hour	6.00 HR	33.65	0.00	40.38	242.28	(0.00)	242.28
43. Contents Evaluation and/or Supervisor/Admin - per hour	2.00 HR	59.09	0.00	23.64	141.82	(0.00)	141.82
44. Content Manipulation charge - per hour	6.00 HR	33.65	0.00	40.38	242.28	(0.00)	242.28
Detach & Reset or Replace							
45. Heat/AC register - Mechanically attached - Detach & reset	2.00 EA	14.85	0.00	5.94	35.64	(0.00)	35.64
46. Window blind - horizontal or vertical - Detach & reset	2.00 EA	36.86	0.00	14.74	88.46	(0.00)	88.46
47. Outlet or switch - Detach & reset	12.00 EA	17.61	0.00	42.26	253.58	(0.00)	253.58
48. Chandelier - Detach & reset	1.00 EA	129.78	0.00	25.96	155.74	(0.00)	155.74
Ceiling							
49. R&R Batt insulation - 10" - R30 - paper / foil faced	32.00 SF	2.01	2.53	13.36	80.21	(0.00)	80.21
50. 5/8" drywall - hung, taped, ready for texture	32.00 SF	2.19	1.28	14.28	85.64	(0.00)	85.64
51. Texture drywall - smooth / skim coat	506.79 SF	1.37	4.26	139.72	838.28	(0.00)	838.28
52. Texture drywall - heavy hand texture	506.79 SF	1.01	6.74	103.72	622.32	(0.00)	622.32
53. Seal the surface area w/latex based stain blocker - one coat	32.00 SF	0.51	0.16	3.30	19.78	(0.00)	19.78
54. Paint the ceiling - two coats	506.79 SF	0.86	8.87	88.94	533.65	(0.00)	533.65
Walls							
55. Mask per square foot for drywall work	605.09 SF	0.24	2.12	29.46	176.80	(0.00)	176.80
56. Paint the walls - two coats	1,210.18 SF	1.17	23.72	287.92	1,727.55	(0.00)	1,727.55
Baseboard/Trim							
57. R&R Crown molding - 4 1/4"	14.00 LF	6.62	2.14	18.96	113.78	(0.00)	113.78

**Pinnacle Claim Services, Inc.**

Pinnacle Claims Services, Inc.
 1191 East Newport Center Drive
 Suite PHJ
 Deerfield Beach, Fl. 33442
 954-234-2398

CONTINUED - Dining/Living Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
58. Paint crown molding - two coats	92.15 LF	1.86	1.16	34.52	207.08	(0.00)	207.08
Floors							
59. Floor protection - heavy paper and tape	506.79 SF	0.53	2.48	54.22	325.30	(0.00)	325.30
60. Final cleaning - construction - Residential	506.79 SF	0.27	0.00	27.36	164.19	(0.00)	164.19
Totals: Dining/Living Room			55.46	1,009.06	6,054.38	0.00	6,054.38

**Kitchen/Family Room****Height: 12'**

1261.63 SF Walls	559.27 SF Ceiling
1820.90 SF Walls & Ceiling	556.13 SF Floor
61.79 SY Flooring	124.80 LF Floor Perimeter
80.40 LF Ceil. Perimeter	

Missing Wall - Goes to Ceiling	2' 10 7/8" X 3'	Opens into PANTRY
Missing Wall	2' 9 1/4" X 12'	Opens into DINING_LIVIN
Missing Wall - Goes to Ceiling	2' 4 7/8" X 3'	Opens into HALLWAY
Missing Wall - Goes to Ceiling	7' 7 7/8" X 3'	Opens into HALLWAY
Missing Wall - Goes to Ceiling	7' 11" X 8' 6"	Opens into KITCHEN_FAMI
Missing Wall - Goes to Ceiling	6' 3 1/16" X 3'	Opens into DINING_LIVIN
Missing Wall - Goes to Ceiling	2' 7" X 3'	Opens into KITCHEN_FAMI
Missing Wall - Goes to Ceiling	7' 1" X 3'	Opens into DINING_LIVIN
Missing Wall - Goes to Ceiling	2' 4" X 3'	Opens into PANTRY

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Continuous ceiling & walls							
Contents							
61. Inventory, Packing, Boxing, and Moving charge - per hour	6.00 HR	33.65	0.00	40.38	242.28	(0.00)	242.28
62. Contents Evaluation and/or Supervisor/Admin - per hour	2.00 HR	59.09	0.00	23.64	141.82	(0.00)	141.82
63. Content Manipulation charge - per hour	6.00 HR	33.65	0.00	40.38	242.28	(0.00)	242.28
Detach & Reset or Replace							

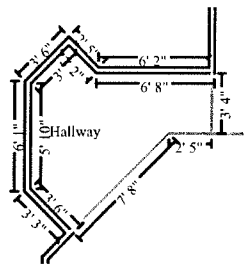


Pinnacle Claim Services, Inc.

Pinnacle Claims Services, Inc.
1191 East Newport Center Drive
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Deerfield Beach, Fl. 33442
954-234-2398

CONTINUED - Kitchen/Family Room

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
64. Heat/AC register - Mechanically attached - Detach & reset	2.00 EA	14.85	0.00	5.94	35.64	(0.00)	35.64
65. Detach & Reset Ceiling fan & light *	1.00 EA	219.19	0.00	43.84	263.03	(0.00)	263.03
66. Chandelier - Detach & reset	1.00 EA	129.78	0.00	25.96	155.74	(0.00)	155.74
67. Recessed light fixture - Detach & reset trim only	6.00 EA	3.48	0.00	4.18	25.06	(0.00)	25.06
Ceiling							
68. Texture drywall - smooth / skim coat	559.27 SF	1.37	4.70	154.18	925.08	(0.00)	925.08
69. Texture drywall - heavy hand texture	559.27 SF	1.01	7.44	114.46	686.76	(0.00)	686.76
70. Paint the ceiling - two coats	559.27 SF	0.86	9.79	98.16	588.92	(0.00)	588.92
Walls							
71. Mask per square foot for drywall work	630.82 SF	0.24	2.21	30.72	184.33	(0.00)	184.33
72. Paint the walls - two coats	1,261.63 SF	1.17	24.73	300.16	1,801.00	(0.00)	1,801.00
Baseboard/Trim							
73. Paint crown molding - two coats	80.40 LF	1.86	1.01	30.10	180.65	(0.00)	180.65
Floors							
74. Floor protection - heavy paper and tape	556.13 SF	0.53	2.73	59.50	356.98	(0.00)	356.98
75. Final cleaning - construction - Residential	556.13 SF	0.27	0.00	30.04	180.20	(0.00)	180.20
Totals: Kitchen/Family Room			52.61	1,001.64	6,009.77	0.00	6,009.77



Hallway	Height: 12'
344.33 SF Walls	60.65 SF Ceiling
404.97 SF Walls & Ceiling	60.65 SF Floor
6.74 SY Flooring	31.21 LF Floor Perimeter
21.15 LF Ceil. Perimeter	
g 7' 7 7/8" X 3'	Opens into KITCHEN_FAMI
g 2' 4 7/8" X 3'	Opens into KITCHEN_FAMI
3' 4" X 12'	Opens into DINING LIVIN

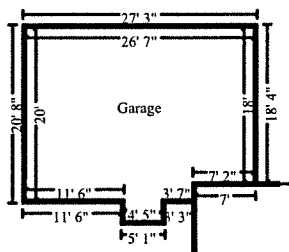
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Continuous ceiling & walls							
Detach & Reset or Replace							

**Pinnacle Claim Services, Inc.**

Pinnacle Claims Services, Inc.
 1191 East Newport Center Drive
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 Deerfield Beach, Fl. 33442
 954-234-2398

CONTINUED - Hallway

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
76. Heat/AC register - Mechanically attached - Detach & reset	1.00 EA	14.85	0.00	2.98	17.83	(0.00)	17.83
77. Recessed light fixture - Detach & reset trim only	3.00 EA	3.48	0.00	2.08	12.52	(0.00)	12.52
Ceiling							
78. Texture drywall - smooth / skim coat	60.65 SF	1.37	0.51	16.72	100.32	(0.00)	100.32
79. Texture drywall - heavy hand texture	60.65 SF	1.01	0.81	12.42	74.49	(0.00)	74.49
80. Paint the ceiling - two coats	60.65 SF	0.86	1.06	10.66	63.88	(0.00)	63.88
Walls							
81. Mask per square foot for drywall work	172.16 SF	0.24	0.60	8.38	50.30	(0.00)	50.30
82. Paint the walls - two coats	344.33 SF	1.17	6.75	81.94	491.56	(0.00)	491.56
Baseboard/Trim							
83. Paint crown molding - two coats	21.15 LF	1.86	0.27	7.92	47.53	(0.00)	47.53
Floors							
84. Floor protection - heavy paper and tape	60.65 SF	0.53	0.30	6.48	38.92	(0.00)	38.92
85. Final cleaning - construction - Residential	60.65 SF	0.27	0.00	3.28	19.66	(0.00)	19.66
Totals: Hallway			10.30	152.86	917.01	0.00	917.01

**Garage****Height: 10'**

981.67 SF Walls	528.35 SF Ceiling
1510.02 SF Walls & Ceiling	528.35 SF Floor
58.71 SY Flooring	98.17 LF Floor Perimeter
98.17 LF Ceil. Perimeter	

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Contents							
86. Inventory, Packing, Boxing, and Moving charge - per hour	8.00 HR	33.65	0.00	53.84	323.04	(0.00)	323.04
87. Contents Evaluation and/or Supervisor/Admin - per hour	4.00 HR	59.09	0.00	47.28	283.64	(0.00)	283.64
88. Content Manipulation charge - per hour	8.00 HR	33.65	0.00	53.84	323.04	(0.00)	323.04
Detach & Reset or Replace							

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CONTINUED - Garage

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
89. Overhead (garage) door opener - Detach & reset	1.00 EA	368.66	0.00	73.74	442.40	(0.00)	442.40
Ceiling							
90. R&R Batt insulation - 10" - R30 - paper / foil faced	32.00 SF	2.01	2.53	13.36	80.21	(0.00)	80.21
91. 5/8" drywall - hung, taped, ready for texture	32.00 SF	2.19	1.28	14.28	85.64	(0.00)	85.64
92. Texture drywall - smooth / skim coat	528.35 SF	1.37	4.44	145.64	873.92	(0.00)	873.92
93. Texture drywall - heavy hand texture	528.35 SF	1.01	7.03	108.12	648.78	(0.00)	648.78
94. Seal the surface area w/latex based stain blocker - one coat	32.00 SF	0.51	0.16	3.30	19.78	(0.00)	19.78
95. Paint the ceiling - two coats	528.35 SF	0.86	9.25	92.74	556.37	(0.00)	556.37
Walls							
96. Mask per square foot for drywall work	490.83 SF	0.24	1.72	23.90	143.42	(0.00)	143.42
97. Paint the walls - two coats	981.67 SF	1.17	19.24	233.56	1,401.35	(0.00)	1,401.35
Floors							
98. Floor protection - heavy paper and tape	528.35 SF	0.53	2.59	56.52	339.14	(0.00)	339.14
99. Final cleaning - construction - Residential	528.35 SF	0.27	0.00	28.54	171.19	(0.00)	171.19
Totals: Garage			48.24	948.66	5,691.92	0.00	5,691.92
Total: Interior			209.51	3,949.36	23,695.80	0.00	23,695.80

General

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
100. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	3,000.00	0.00	0.00	3,000.00	(0.00)	3,000.00
Required by law.							
101. Residential Supervision / Project Management - per hour	60.00 HR	62.50	0.00	750.00	4,500.00	(0.00)	4,500.00
102. Temporary toilet (per month)	1.00 MO	112.69	0.00	22.54	135.23	(0.00)	135.23
103. Cleaning Technician - per hour	40.00 HR	37.58	0.00	300.64	1,803.84	(0.00)	1,803.84
Totals: General			0.00	1,073.18	9,439.07	0.00	9,439.07

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Packout

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
<i>Note: Homeowners residence is filled with items which need to be professionally packed and stored in order to protect from damage while restoration work is performed.</i>							
104. Bubble Wrap - Add-on cost for fragile items	1,000.00 LF	0.22	15.40	47.08	282.48	(0.00)	282.48
105. Provide furniture lightweight blanket/pad	25.00 EA	8.26	14.46	44.20	265.16	(0.00)	265.16
106. Provide furniture heavyweight blanket/pad	25.00 EA	16.97	29.70	90.80	544.75	(0.00)	544.75
107. Provide box, packing paper & tape - small size	50.00 EA	2.46	8.61	26.32	157.93	(0.00)	157.93
108. Provide box, packing paper & tape - medium size	50.00 EA	3.39	11.87	36.28	217.65	(0.00)	217.65
109. Provide box, packing paper & tape - large size	50.00 EA	4.48	15.68	47.94	287.62	(0.00)	287.62
110. Provide box, packing paper & tape - extra large size	40.00 EA	5.81	16.27	49.74	298.41	(0.00)	298.41
111. Moving van (21'-27') and equipment - per day	2.00 EA	180.00	0.00	72.00	432.00	(0.00)	432.00
112. Off-site storage & insur. - climate controlled - per month	1,000.00 SF	1.61	38.64	322.00	1,970.64	(0.00)	1,970.64
Totals: Packout			150.63	736.36	4,456.64	0.00	4,456.64

Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
113. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	1,000.00	0.00	200.00	1,200.00	(0.00)	1,200.00
Totals: Debris Removal			0.00	200.00	1,200.00	0.00	1,200.00

Labor Minimums Applied

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
114. Finish carpentry labor minimum	1.00 EA	54.41	0.00	10.88	65.29	(0.00)	65.29
115. Insulation labor minimum	1.00 EA	38.31	0.00	7.66	45.97	(0.00)	45.97
116. Heat, vent, & air cond. labor minimum	1.00 EA	159.18	0.00	31.84	191.02	(0.00)	191.02
Totals: Labor Minimums Applied			0.00	50.38	302.28	0.00	302.28

Line Item Totals: VANESSA_VALENTIN **1,391.48** **6,563.74** **108,316.13** **0.00** **108,316.13**

VANESSA_VALENTIN

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Grand Total Areas:

4,723.56 SF Walls	1,856.77 SF Ceiling	6,580.32 SF Walls and Ceiling
1,853.63 SF Floor	205.96 SY Flooring	441.99 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	378.77 LF Ceil. Perimeter
1,853.63 Floor Area	1,967.56 Total Area	5,045.83 Interior Wall Area
3,847.92 Exterior Wall Area	312.42 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	


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Summary for Dwelling

Line Item Total	100,360.91
Material Sales Tax	1,352.84
Subtotal	101,713.75
Overhead	3,281.87
Profit	3,281.87
Laundering Tax	38.64
Replacement Cost Value	\$108,316.13
Less Deductible	(2,500.00)
Net Claim	\$105,816.13

 Pinnacle Claim Services Inc.

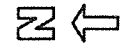
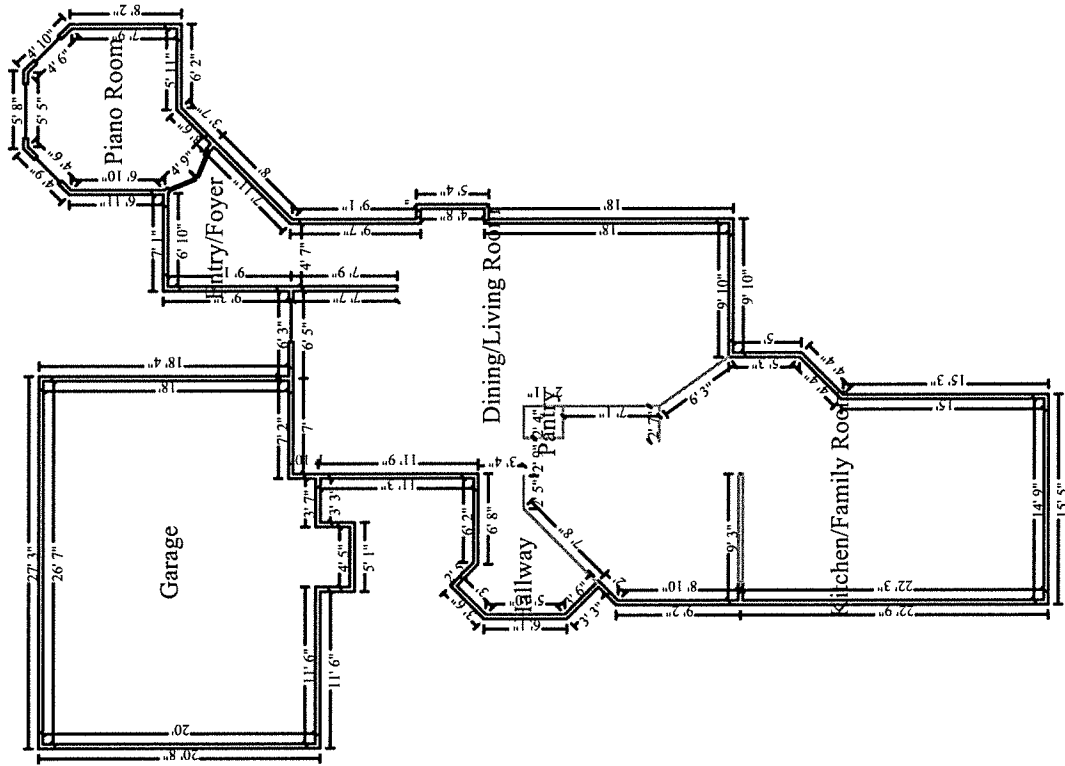
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Recap by Room**Estimate: VANESSA VALENTIN**

Dwelling	2,663.52	2.65%
Roof	64,973.02	64.74%
Area: Interior		
Entry/Foyer	954.39	0.95%
Piano Room	3,188.29	3.18%
Dining/Living Room	4,989.86	4.97%
Kitchen/Family Room	4,955.52	4.94%
Hallway	753.85	0.75%
Garage	4,695.02	4.68%
<hr/>		
Area Subtotal: Interior	19,536.93	19.47%
General	8,365.89	8.34%
Packout	3,569.65	3.56%
Debris Removal	1,000.00	1.00%
Labor Minimums Applied	251.90	0.25%
<hr/>		
Subtotal of Areas	100,360.91	100.00%
<hr/>		
Total	100,360.91	100.00%

Interior



Interior

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VANESSA VALENTIN